

Exhibit A

Agency Agreement

AGENCY AGREEMENT

This Agency Agreement (“Agreement”) is made as of February 26, 2025, by and between (a) JOANN Inc. (together with its subsidiaries listed on Annex 1, the “Merchant”) and (b) GA Joann Retail Partnership, LLC (“Agent”) and Wilmington Savings Fund Society, FSB, in its capacity as prepetition term loan agent (the “Term Agent” and together with Agent, “Purchaser”; Purchaser and Merchant are each a “Party” and collectively the “Parties”).

Section 1. Recitals

WHEREAS, on January 15, 2025 (the “Petition Date”), Merchant commenced voluntary chapter 11 bankruptcy cases (the “Bankruptcy Cases”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

WHEREAS, Merchant entered into that certain Second Amended and Restated Credit Agreement (the “ABL Credit Agreement”) dated as of April 30, 2024, by and among Jo-Ann Stores, LLC, as borrower, the other Loan Parties thereto, Bank of America, N.A., as administrative agent and collateral agent (the “ABL Agent”), and 1903P Loan Agent, LLC, as FILO Documentation Agent (as defined in the ABL Credit Agreement) (the “FILO Agent”); and

WHEREAS, Merchant entered into that certain Credit Agreement (the “Term Loan Credit Agreement”) dated as of April 30, 2024, by and among Needle Holdings, LLC, as borrower, JOANN Holdings 2, LLC, the Term Agent, and the lenders party to the Term Loan Credit Agreement from time to time (the “Term Lenders”); and

WHEREAS, Merchant operates retail stores and desires that Agent act as Merchant’s exclusive agent for the purposes of, including with respect to the activities set forth in the order approving Merchant’s motion seeking approval to commence store closing sales (the “Store Closing Procedures Order”), and effective only from and after the Closing:

- (a) selling all of the Merchandise (as hereinafter defined) from Merchant’s retail store locations identified on Exhibit 1(a)(1) attached hereto (each a “Store” and collectively the “Stores”), distribution centers (including e-commerce facilities such as third-party logistics and e-commerce inventory services) identified on Exhibit 1(a)(2) attached hereto (each a “Distribution Center” and collectively, the “Distribution Centers”), wholesale channels or any other channel by means of a “going out of business,” “store closing,” “sale on everything,” “everything must go,” or similar sale as described further below (the “GOB Sale”), with the nature and manner of advertising the GOB Sale being in Agent’s sole discretion, subject to the terms and conditions of this Agreement and the Sale Guidelines and Approval Order (each as defined below);
- (b) marketing and selling, or otherwise designating the purchasers of the furniture, furnishings, trade fixtures, machinery, equipment, office supplies, Supplies (as defined below), conveyor systems, racking, rolling stock, and other tangible personal property (collectively, “FF&E”) owned by Merchant as of the Closing, wherever located (“Owned FF&E”);

- (c) designating the purchasers, assignees, sublessees, or other transferees of any or all of Merchant's unexpired leases of non-residential real property (together with all amendments, extensions, modifications, and other material documents related thereto, each a "Lease" and all such Leases collectively, the "Leases") and executory contracts (together with all amendments, extensions, modifications, and other material documents related thereto, each a "Contract" and all such Contracts collectively, the "Contracts"), in each case excluding any Leases or Contracts that may be rejected as permitted and in accordance with the procedures under the Approval Order (defined below) and subject to the assumption and assignment procedures to be incorporated into the Approval Order;
- (d) marketing and selling, or otherwise designating the purchasers, assignees, and/or licensees of any or all IP Rights owned by Merchant (the "Intellectual Property"); and
- (e) marketing and selling, or otherwise designating the purchasers, licensees, and/or assignees of any or all of Merchant's right, title, and interest in and to other real or tangible property (such right, title and interest, the "Other Assets" and, collectively with Merchant's right, title, and interest in and to the Merchandise, Owned FF&E, Leases, Contracts, and Intellectual Property, the "Assets"). For the avoidance of doubt, the Other Assets include but are not limited to all cash on hand in the Merchant's retail store locations, cash in transit, cash in bank accounts, Merchant's interest in and rights with respect to cash posted as collateral for letters of credit or bonds, receivables (including credit card receivables) (collectively, the foregoing are "Acquired Cash"), refunds of any nature, deposits, security deposits, credit card processing float, payment processor reserves, real property, sublease income, proceeds of retail sales of Merchandise in all of the Debtors' retail store locations from and after the Closing, claims and causes of action arising under chapter 5 of the Bankruptcy Code and similar state law ("Avoidance Actions"), and, except as provided for in Section 16.21(d), all other claims and causes of action, including but not limited to commercial tort claims, based on facts and circumstances existing as of the Closing, whether or not theretofore discovered or asserted ("Other Causes of Action"); provided that, effective upon the occurrence of the Closing, neither Purchaser, nor any Person claiming by, through, or on behalf of Purchaser (including by operation of law, sale, assignment, conveyance, or otherwise) shall pursue, prosecute, litigate, institute, or commence an action based on, assert, sell, use defensively, convey, assign or file any claim or cause of action that relates to (i) any Other Cause of Action against (x) the ABL Agent and Prepetition ABL Lenders, as defined in the Cash Collateral Order, (y) FILO Agent and the Prepetition FILO Lenders, as defined in the Cash Collateral Order, and all of the Prepetition FILO Agent's affiliates including Gordon Brothers Retail Partners, LLC, or (z) any Related Party of Merchant, including former directors and officers, or (ii) any Avoidance Action; provided, further, that Other Assets shall not include any Excluded Assets. Acquired Cash exclusive of cash posted as collateral for letters of credit or bonds is "Available Closing Cash."

NOW, THEREFORE, in consideration of the Purchase Price (as defined below) and the mutual covenants and agreements set forth in this Agreement, the Parties hereby agree as follows:

Section 2. Appointment of Agent/Approval Order. As soon as practicable after selection of this Agreement as the Winning Bid (as defined in the order approving the terms of the bidding process, the “Bid Procedures Order”), Merchant shall seek entry in the Bankruptcy Cases of a proposed form of order (the “Approval Order”) in form and substance satisfactory to Purchaser. The Approval Order shall, among other things:

- (a) find that:
 - (i) this Agreement is in the best interest of Merchant, its estate and creditors, and other parties-in-interest;
 - (ii) the Parties entered into this Agreement in good faith pursuant to section 363(m) of the Bankruptcy Code and without collusion as described in section 363(n) of the Bankruptcy Code;
 - (iii) time is of the essence in effectuating this Agreement and proceeding with the GOB Sale at the Stores uninterrupted;
 - (iv) Merchant’s decision to enter into this Agreement and perform its obligations under this Agreement is a reasonable exercise of Merchant’s sound business judgment consistent with its fiduciary duties and is in the best interests of Merchant, its estate, its creditors, and other parties-in-interest; and
 - (v) this Agreement was negotiated in good faith and at arms’ length and Purchaser is entitled to the protections of section 363(m) and 364(e) of the Bankruptcy Code; and
- (b) order, adjudge, and decree that:
 - (i) this Agreement and all of the transactions contemplated hereby are approved in their entirety;
 - (ii) the Parties are authorized to continue to take any and all actions as may be necessary or desirable to implement this Agreement and each of the transactions contemplated hereby;
 - (iii) following the satisfaction of the Debt Payoff, all liens and security interests of the ABL Agent and FILO Agent shall be deemed satisfied in full, released, and discharged, and as such, following the satisfaction of the Debt Payoff, the Initial Wind-Down Payment, and the Initial Central Services Payment (each as defined herein) (together, the “Initial Purchase Price Funding”), and in accordance with this Agreement, and subject to Purchaser’s compliance with its other obligations hereunder, Agent shall have the exclusive right to market and sell, or otherwise

designate the purchasers, licensees, and/or assignees of, any or all of the Assets free and clear of all liens, claims, and encumbrances thereon (other than Permitted Encumbrances) without further order of the Bankruptcy Court;

- (iv) the sale, license, transfer, or other conveyance of any Assets (other than the Assets being sold pursuant to the GOB Sale, as to which no further notice shall be required) reflected in notices filed in the Bankruptcy Cases from time to time by Agent, substantially in the form annexed hereto as Exhibit 2(b)(iv) (each an “Asset Designation Notice”), shall be automatically effective on the date reflected in the applicable Asset Designation Notice and subject to the satisfaction of any closing conditions reflected therein, and the sale or other conveyance of such Assets shall be free and clear of all liens, claims, and encumbrances (other than Permitted Encumbrances) without further order of the Bankruptcy Court; provided, however, that nothing in the Approval Order shall inhibit the ability of Agent to seek other or further orders of the Court in connection with the sale or other disposition of any Assets;
- (v) the form of Asset Designation Notice is approved;
- (vi) subject to Agent’s compliance with its payment obligations under this Agreement and the Approval Order, Agent is authorized to execute, in the name of and as agent for Merchant, any and all deeds, bills of sale, and other instruments or documents necessary to effectuate the sale, transfer, or other conveyance of any of the Assets, none of which instruments or documents shall require Merchant to incur any obligations or other liabilities beyond the terms of this Agreement;
- (vii) following the satisfaction of the Initial Purchase Price Funding, all Proceeds received by, or that otherwise come into the possession of, Merchant or Purchaser at any time after the Closing shall be the sole property of Purchaser;
- (viii) following the occurrence of the Closing, and the satisfaction of the Initial Purchase Price Funding, Merchant and any trustee appointed in the Bankruptcy Cases or any successor cases thereto shall hold the Assets (other than the Assets being sold through the GOB Sale) strictly in trust for the benefit of Purchaser and, as such, the Assets shall not constitute property of Merchant’s bankruptcy estate pursuant to and consistent with 11 U.S.C. § 541(b)(1) at any time following the Closing;
- (ix) following the satisfaction of the Initial Purchase Price Funding, any Proceeds received by, or that otherwise come into the possession of, Merchant at any time after the Closing shall be segregated and held strictly in trust for the benefit of Purchaser, shall not be commingled with Merchant’s own assets, and, as such, shall not become property of

Merchant's bankruptcy estate pursuant to and consistent with 11 U.S.C. §541(b)(1), and shall be paid over to Agent promptly, but in any event, not later than in connection with each Weekly Sale Reconciliation;

- (x) following the satisfaction of the Initial Purchase Price Funding, and solely to the extent that any Assets or Proceeds are, notwithstanding the Approval Order, subsequently determined to constitute property of Merchant's estate, but subject to Agent's obligation to pay Expenses and fund the Wind-Down Payments, Agent shall have first priority, senior security interests and liens on all such Assets and Proceeds, which liens shall be deemed automatically perfected and (x) the Merchant shall be expressly prohibited from granting any security interests or liens on the Assets and Proceeds thereof and (y) to the extent that any security interest or lien is granted or otherwise attaches, voluntarily or involuntarily, (other than the security interests and liens in favor of the Agent) to any Assets or Proceeds, such security interests and liens shall be *void ab initio* without further order of the Court; provided that nothing in the Approval Order shall inhibit Agent's ability, and the Approval Order shall expressly authorize Agent, to take any action Agent deems appropriate to perfect and enforce security interests and liens granted in its favor;
- (xi) following the satisfaction of the Initial Purchase Price Funding and subject to Agent's obligation to pay Expenses and fund the Wind-Down Payments, until all Assets have been sold or otherwise disposed of, and solely to the extent that any Assets or Proceeds are, notwithstanding the Approval Order, subsequently determined to constitute property of Merchant's estate, Agent shall have a superpriority administrative expense claim, which is senior to all other administrative expense claims (including any other superpriority administrative expense claims) against Merchant to the extent of any amounts owing from Merchant to Agent in connection with this Agreement, including as a result of any breach of this Agreement and/or as a result of any Proceeds being in Merchant's possession;
- (xii) the Lease/Contract Designation Rights are approved, and Agent is authorized to designate the assignees of any or all of the Contracts and Leases pursuant thereto;
- (xiii) Agent shall have the exclusive right to use the Stores and all other Assets for the purpose of conducting the GOB Sale, free of any interference from any entity or person, subject to compliance with this Agreement (including payment of Expenses and Wind-Down Payments) the Sale Guidelines (as defined below) and Approval Order;
- (xiv) Agent, as the exclusive agent for Merchant, is authorized to conduct, advertise, post signs, utilize sign-walkers, and otherwise promote the

GOB Sale as a “going out of business”, “store closing”, “sale on everything”, “everything must go”, or similarly themed sale, in accordance with the Sale Guidelines (as the same may be modified and approved by the Bankruptcy Court), subject to compliance with the Sale Guidelines, the Approval Order, and all applicable federal, state, and local laws, regulations and ordinances, including, without limitation, all laws and regulations relating to advertising, privacy, consumer protection, occupational health and safety and the environment, together with all applicable statutes, rules, regulations and orders of, and applicable restrictions imposed by, governmental authorities (collectively, the “Applicable General Laws”), other than all applicable laws, ordinances, rules, regulations, or licensing requirements in respect of “going out of business”, “store closing” or similarly-themed sales (collectively, the “Liquidation Sale Laws”); provided, however, that notwithstanding any other provision in the Approval Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with the Approval Order and/or any applicable law, or that the enforcement of such applicable law is preempted by the Bankruptcy Code;

- (xv) provided that the GOB Sale is conducted in accordance with and subject to the Sale Guidelines and the Approval Order, and in light of provisions in the laws of many Governmental Units (as defined in the Bankruptcy Code) that exempt court-ordered sales from their provisions, Agent and Merchant, to the extent applicable, will be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the GOB Sale in accordance with the terms of the Approval Order and the Sale Guidelines without the necessity of further showing compliance with any such Liquidation Sale Laws;
- (xvi) Agent may use all Intellectual Property consistent with Merchant’s ordinary course of business usage and in connection with the conduct of the GOB Sale;
- (xvii) unless otherwise ordered by the Bankruptcy Court, all newspapers and other advertising media in which the GOB Sale is advertised shall be directed to accept the Approval Order as binding and to allow the Parties to consummate the transactions provided for in this Agreement, including, without limitation, conducting and advertising the GOB Sale in the manner contemplated by this Agreement;
- (xviii) unless otherwise ordered by the Bankruptcy Court, all utilities, landlords, creditors, and other interested parties and all persons acting for or on their behalf shall not interfere with or otherwise impede the conduct of the GOB Sale, or institute any action in any forum other than the Bankruptcy Court that in any way directly or indirectly interferes with or obstructs or impedes the conduct of the GOB Sale;

- (xix) the Bankruptcy Court retains exclusive jurisdiction over the enforcement and interpretation of, and over and all matters arising from, this Agreement;
- (xx) Merchant is directed to provide weekly reporting to Agent of all amounts expended for Expenses and the Central Services Expenses as set forth in the Central Services Budget;
- (xxi) Merchant shall make its books and records reasonably available to Agent;
- (xxii) Agent shall not be liable for any claims against Merchant except as expressly provided for in this Agreement and Merchant shall not be liable for any claims against Agent except as expressly provided for in this Agreement;
- (xxiii) all payments made by Merchant on account of the Central Services Expenses shall be made pursuant to, and solely in accordance with, the Central Services Budget (on a line item basis);
- (xxiv) Agent shall neither have nor incur any obligation to advance or fund any amounts to or for Merchant except as set forth in this Agreement;
- (xxv) any amendment to or other modification of the Central Services Budget shall only be effective upon approval by Agent in its sole discretion;
- (xxvi) Agent is authorized to sell the Additional Agent Merchandise on the terms set forth herein, subject to the Sale Guidelines;
- (xxvii) Except as provided for herein, following the occurrence of the Closing, neither the Merchant nor any other entity acting on its behalf or as its successor (including but not limited to any statutory committee appointed in the Bankruptcy Cases and any chapter 7 or 11 trustee) may recover from the Agent any costs or expenses of preserving, or disposing of, any of the Assets, this Agreement shall be binding on any chapter 7 or 11 trustee, and any subsequently appointed chapter 7 trustee is authorized to and shall conduct the business of the Merchant for the limited purposes of complying with and executing under and in accordance with this Agreement, all of the foregoing without further order of the Court;
- (xxviii) Agent and its designees are granted derivative standing to pursue the Avoidance Actions (subject to Section 11.2(f) below) and Other Causes of Action in the name of and/or on behalf of Merchant;
- (xxix) in the event any of the provisions of the Approval Order are modified, amended or vacated by a subsequent order of the Bankruptcy Court or any other court, Agent shall be entitled to the protections provided in

Bankruptcy Code sections 363(m) and 364(e) and, no such appeal, modification, amendment or vacatur shall affect the validity and enforceability of the GOB Sale or the liens or priority authorized or created under this Agreement or the Approval Order;

- (xxx) neither Agent nor any entity comprising Agent is or shall be a mere continuation of Merchant or otherwise subject to successor liability in connection with any of the Assets;
- (xxxi) upon receipt by the ABL Agent and FILO Agent and certain other persons of the Debt Payoff as directed in the Payoff Letters pursuant to Section 3.1(a) of this Agreement, all ongoing commitments under the ABL Credit Agreement shall be canceled and terminated;
- (xxxii) to the extent Agent has not designated the Agent or other assignee of any Assets (any Assets so not designated by such date, the “Residual Assets”) as of May 31, 2025 (as may be amended by written agreement of the Parties, the “Asset Designation Rights Termination Date”), (1) ownership of all cash (on hand, in the bank, in transit, posted in respect of letters of credit or bonds or otherwise), credit card processing float, accounts receivable, notes receivable, credit card receivables, other receivables, deposits, security deposits, proceeds of retail sales in all of the Debtors’ retail store locations, rights to refunds, other rights to payment, Intellectual Property, and, subject to Section 7.1, ownership of all Remaining Merchandise, comprising Residual Assets shall vest in Agent or its designee, and (2) ownership of all other Residual Assets shall revert to the Debtors’ estates, each on the Asset Designation Rights Termination Date;
- (xxxiii) the Credit Bid is a proper credit bid that is consistent in all respects with section 363(k) of the Bankruptcy Code and is an appropriate credit bid that is in accordance with the Term Loan Credit Agreement and all attendant debt documents, including any intercreditor agreement;
- (xxxiv) the Debtors shall release the Term Agent and all lenders under the Term Loan Credit Agreement with respect to any and all claims or causes of action related to the Credit Bid, this Agreement, the bidding process, and the sale process, which such release provision shall be in form and substance acceptable to the Term Agent and the required lenders under the Term Loan Credit Agreement;
- (xxxv) the Final Reconciliation (as defined below), once agreed to by Merchant and Agent, shall be automatically deemed approved pursuant to Bankruptcy Code section 105(a) and Rule 9019 of the Federal Rules of Bankruptcy Procedure without further order of the Bankruptcy Court or action by any party; and

- (xxxvi) this Agreement, the Approval Order, and all provisions hereof and thereof are binding on any successor to Merchant, including but not limited to any chapter 7 or chapter 11 trustee, and subject to Agent's obligation to pay Expenses and fund the Wind-Down Payments, any such successor shall continue to hold all Assets and Proceeds strictly in trust for the benefit of Purchaser.

Section 3. Consideration to Merchant and Purchaser.

3.1 Purchase Price. The aggregate consideration being provided to Merchant in exchange for Purchaser's rights and Merchant's obligations under this Agreement is as follows (collectively, the "Purchase Price"):

(a) Debt Payoff. On the Closing Date, in accordance with payoff letters by each of the ABL Agent (the "ABL Payoff Letter") and FILO Agent (the "FILO Payoff Letter") and, together with the ABL Payoff Letter, the "Payoff Letters") in form and substance satisfactory to each such party, Purchaser shall:

(i) to the ABL Agent, for the benefit of the ABL Lenders, and certain other persons as directed in the ABL Payoff Letter, (a) pay the amount in cash necessary to indefeasibly pay in full in cash all Prepetition Revolving Obligations (as defined in the Cash Collateral Order), including, without limitation, all outstanding principal, accrued interest, fees, costs and expenses (including, without limitation, all attorneys' fees, costs and expenses), and (b) provide and/or post cash collateral for (and/or replacement of) any issued and outstanding letters of credit (in form and substance acceptable the Prepetition ABL Agent), in each case in accordance with and as set forth in the ABL Payoff Letter (such amounts and other consideration, the "ABL Payoff"); and

(ii) pay to the FILO Agent, for the benefit of the FILO Lenders, and certain other persons as directed in the FILO Payoff Letter, the amount in cash necessary to indefeasibly pay in full in cash all Prepetition FILO Obligations (as defined in the Cash Collateral Order), including, without limitation, all outstanding principal, accrued interest, fees, costs and expenses (including, without limitation, all attorneys' fees, costs and expenses) and make whole obligations, all as set forth in the FILO Payoff Letter (such amounts and other consideration, the "FILO Payoff") and, together with the ABL Payoff, the "Debt Payoff").

(b) Wind-Down Funding. At Closing, Agent shall make an initial cash payment to Merchant equal to sixty-five percent (65%) of the Wind-Down Budget (the "Initial Wind-Down Payment"); provided that, notwithstanding anything herein to the contrary, the Initial Wind-Down Payment shall include the payment of all reasonable and documented fees and expenses of the Term Agent advisors and the Term Loan Ad Hoc Group Advisors in an amount not to exceed \$1,660,000. The remaining thirty-five percent (35%) of the Wind-Down Budget shall be funded from Acquired Cash and, to the extent necessary, Proceeds, within thirty (30) days after the Closing (together with the Initial Wind-Down Payment, the "Wind-Down Payments"). The Wind-Down Payments shall not exceed the amounts set forth in Exhibit 3.1(b) in the aggregate (the "Wind-Down Budget"); provided, however, that, solely with respect to the 503(b)(9) Claim subcategory of the Wind-Down Budget, any amounts that have not been expended by Merchant

as of the Asset Designation Rights Termination Date shall be returned to Agent (the amounts so returned, the “503(b)(9) Savings”) upon the earlier of (i) the effective date of a plan of liquidation of Merchant, subject to the 503(b)(9) Allocation (defined below), or (ii) the dismissal or conversion of the Bankruptcy Cases. With respect to the 503(b)(9) Claim subcategory, Merchant agrees not to make any payments until the date that is 60 days from the Closing (unless extended upon mutual agreement between Merchant and Agent). Merchant shall keep Agent informed on a timely basis of its efforts to reconcile 503(b)(9) claims and shall use best efforts to negotiate settlements with respect to the 503(b)(9) claims, in consultation with Agent. Agent shall also pay to or for the benefit of the Stalking Horse Bidder (as defined in the Bid Procedures Order), the Expense Reimbursement as defined in, and pursuant to, Section 16.19 below. Stub rent included in the Initial Wind-Down Payment shall be paid from the Initial Wind-Down Payment within two weeks after the Closing.

(i) 503(b)(9) Allocation. To the extent Merchant consummates a chapter 11 plan, then on the Effective Date of such plan, Agent shall contribute 50% of the 503(b)(9) Savings, if any, for distribution under the plan for the benefit of Merchant’s general unsecured creditors (the “GUC 503(b)(9) Share”) and shall retain the remainder of the 503(b)(9) Savings as Proceeds; *provided, however*, that Purchaser guarantees that the GUC 503(b)(9) Share contributed in connection with such plan shall not be less than \$1,500,000; *provided further, however*, the Term Loan Ad Hoc Group will not oppose a chapter 11 plan of Merchant on the basis that such plan does not provide a distribution to Term Loan lenders from the 503(b)(9) Savings on account of any deficiency claim, or as otherwise may be agreed between Purchaser and the Committee.

(c) Central Services Funding. At Closing, Agent shall make an initial cash payment to Merchant equal to the agreed upon estimated amount to be incurred in the two weeks following Closing, in an amount set forth in the Central Services Budget (the “Initial Central Services Payment”). After Closing, from time to time, Agent, upon request by the Merchant, shall make additional payments to Merchant on account of the Central Services Expenses (the “Subsequent Central Services Payments” and, together with the Initial Central Services Payment, the “Central Services Payments”). The Central Services Payments are subject to and to be used solely as set forth in the budget and schedule attached as Exhibit 3.1(c) hereto (as may be amended from time to time by agreement of the Parties, subject to approval by Agent in its sole discretion, the “Central Services Budget”). Merchant shall provide Agent with a register of all payments Merchant intends to issue for Central Services Expenses at least one business day before issuance, which register shall identify the amounts and expense categories of such payments. Any portion of the Subsequent Central Services Payments not expended by Merchant as of the Asset Designation Rights Termination Date shall be returned to Agent upon the earlier of (i) the dismissal or conversion of the Bankruptcy Cases; or (ii) the effective date of a plan of liquidation of Merchant. For the avoidance of doubt, Agent’s obligation to fund the Central Services Payments shall not exceed the Central Services Budget; *provided, however*, that, in accordance with Section 4.1, Agent shall be responsible for the payment of any Central Services Expenses in excess of the Central Services Budget to the extent such expenses are incurred at the direction of the Agent, to facilitate Agent’s conduct under this Agreement, or otherwise as agreed to by the Agent in writing.

(d) Expenses. Subject to and only upon Closing, Agent shall be responsible for the payment of all Expenses pursuant to Section 4.1 below.

(e) Credit Bid. The Term Agent, at the direction of an ad hoc group of the Term Lenders (the “Term Loan Ad Hoc Group”), will credit bid the amount of \$105,000,000 (the “Credit Bid”) at the Closing. A true, correct, and complete copy of the direction letter from the Term Loan Ad Hoc Group directing the Term Agent to make the Credit Bid in accordance with the terms of this Agreement is attached hereto as Exhibit 3.1(e) (the “Term Loan Ad Hoc Group Direction Letter”), and such Term Loan Ad Hoc Group Direction Letter has been duly executed and delivered by, and is binding and enforceable upon, the Term Lenders in compliance with all terms and conditions of the Term Loan Credit Agreement.

3.2 Consideration to Purchaser.

(a) Proceeds. Upon the occurrence of the Closing, all Proceeds (including proceeds from Additional Agent Merchandise) shall be the exclusive property of Agent, subject to distribution in accordance with the waterfall set forth below:

(i) *First*, to Agent in an amount equal to the Purchase Price, which, for the avoidance of doubt, shall include the Debt Payoff, the Wind Down Payments, the Central Services Payments, and all Expenses pursuant to Section 4.1.

(ii) *Thereafter*, all Proceeds shall be retained by Purchaser and shall be further allocated between Agent and the Term Agent as may be agreed upon between them.

(b) Assets and Proceeds Held in Trust. Merchant shall hold all of the Assets in trust for the benefit of Agent. Any Proceeds received by, or that otherwise come into the possession of, Merchant at any time after the Closing shall be segregated and held strictly in trust for the benefit of Purchaser, shall not be commingled with Merchant’s own assets, shall not become property of Merchant’s bankruptcy estate, and shall be paid over to Agent promptly upon receipt by Merchant or upon notice received by Merchant from Agent, but in any event no later than the Weekly Sale Reconciliation.

(c) Remaining Merchandise. To the extent that there is Merchandise remaining at the Sale Termination Date (the “Remaining Merchandise”), such Remaining Merchandise shall be deemed automatically transferred to Agent free and clear of all liens, claims, and encumbrances (other than Permitted Encumbrances). Agent and its affiliates shall be authorized to sell or otherwise dispose of the Remaining Merchandise with all logos, brand names, and other Intellectual Property intact, and shall be authorized to advertise the sale of the Remaining Merchandise using the Intellectual Property.

3.3 Proceeds of GOB Sales.

(a) Following the satisfaction of the Initial Purchase Price Funding, Agent may (but shall not be required to) establish its own accounts (including without limitation credit card accounts and systems), dedicated solely for the deposit of the Proceeds of the GOB Sales (including Proceeds from Additional Agent Merchandise) (the “GOB Sale Proceeds”) and the

disbursement of amounts payable to Agent in connection with the GOB Sales (the “Agency Accounts”); and Merchant shall promptly, upon Agent’s reasonable request, execute and deliver all necessary documents to open and maintain the Agency Accounts, at no additional cost to Merchant; provided, however, Agent shall have the right, in its sole and absolute discretion, to continue to use the Merchant Designated Deposit Accounts (as defined below) as the Agency Accounts in which case the Merchant Designated Deposit Accounts shall be deemed to be Agency Accounts. Agent shall exercise sole signatory authority and control with respect to the Agency Accounts. The Agency Accounts shall be dedicated solely to the deposit of GOB Sale Proceeds and other amounts contemplated by this Agreement in connection with the GOB Sale and the distribution of amounts payable hereunder in connection with the GOB Sale. Merchant shall not be responsible for, and Agent shall pay as an Expense hereunder, all bank fees and charges, including wire transfer charges, related to the GOB Sale and the Agency Accounts. Following Agent’s notice to Merchant of Agent’s designation of the Agency Accounts (other than the Merchant Designated Deposit Accounts), all GOB Sale Proceeds (including credit card GOB Sale Proceeds) shall be deposited into the Agency Accounts.

(b) Agent shall have the right to use Merchant’s credit card facilities, including Merchant’s credit card terminals and processor(s), credit card processor coding, Merchant’s identification number(s) and existing bank accounts for credit card transactions relating solely to the GOB Sale; provided, that, Agent’s use of any such credit card facilities is in compliance with Applicable General Laws and industry standards, including the Payment Card Industry Data Security Standard (“PCI-DSS”). In the event that Agent elects to use Merchant’s credit card facilities, Merchant shall process credit card transactions on behalf of Agent and for Agent’s account, applying Merchant’s customary practices and procedures. Without limiting the foregoing, Merchant shall make reasonable efforts to (i) cooperate with Agent to download data from all credit card terminals each day during the Sale Term to effect settlement with Merchant’s credit card processor(s), and (ii) take such other actions necessary to process credit card transactions on behalf of Agent under Merchant’s identification number(s). At Agent’s request, Merchant shall cooperate with Agent to establish Merchant’s identification numbers under Agent’s name to enable Agent to process all such credit card GOB Sale Proceeds for Agent’s account. Merchant shall not be responsible for, and Agent shall pay as an Expense hereunder, all credit card fees, charges, and chargebacks related to the GOB Sale, whether received during or after the Sale Term. Agent shall not be responsible for, as an Expense or otherwise, any credit card fees, charges, or chargebacks relating to periods prior to the Closing.

(c) Unless and until Agent establishes its own Agency Accounts (other than the Merchant Designated Deposit Accounts), all GOB Sale Proceeds and other amounts contemplated by this Agreement (including credit card GOB Sale Proceeds), shall be collected by Merchant and deposited on a daily basis into depository accounts owned in the name of Merchant and designated solely for the deposit of GOB Sale Proceeds and other amounts contemplated by this Agreement (including credit card GOB Sale Proceeds), and the disbursement of amounts payable to or by Agent hereunder (the “Merchant Designated Deposit Accounts”). All funds in the Merchant Designated Deposit Accounts shall at all times be held in trust for the benefit of Agent. The Merchant Designated Deposit Accounts shall be cash collateral accounts, with all cash, credit card payments, checks and similar items of payment, deposits and any other amounts in such accounts being GOB Sale Proceeds or other amounts contemplated hereunder, and Merchant hereby grants

to Agent a first-priority senior security interest in and lien upon each of the Merchant Designated Deposit Accounts and all funds on deposit in such accounts from and after the Closing.

(d) Merchant shall take all actions necessary to designate Agent as an authorized signer on all Merchant Designated Deposit Accounts and to grant Agent the ability to initiate wire transfers from such Merchant Designated Deposit Accounts.

(e) On each business day to the extent practicable, Merchant shall promptly pay to Agent by wire transfer all GOB Sale Proceeds held in any bank account of Merchant, including but not limited to all funds in the Merchant Designated Deposit Accounts (including, without limitation, GOB Sale Proceeds, GOB Sale Proceeds from credit card sales, proceeds from the sale of Owned FF&E, and all other amounts) deposited into the Merchant Designated Deposit Accounts for the prior day(s).

Section 4. Expenses.

4.1 Subject to and only upon Closing, Agent shall be responsible for all “Expenses,” which shall be paid by Agent in accordance with Section 4.2 below. As used herein, “Expenses” shall mean the actual operating expenses that arise solely after Closing through the Sale Termination Date, that are incurred at the direction of the Agent, to facilitate Agent’s conduct under this Agreement, or otherwise as agreed to by the Agent in writing, which are strictly limited to the following expenses:

(a) actual hourly or salaried payroll, as applicable, with respect to all Retained Employees and any temporary labor engaged for the GOB Sale that are used in connection with conducting the GOB Sale for actual days/hours worked;

(b) any amounts related to (i) benefits arising, accruing or attributable to the period between the Closing and the Sale Term: (w) vacation days or vacation pay, (x) sick days or sick leave or any other form of paid time off, (y) maternity leave or other leaves of absence, and (z) ERISA coverage and similar contributions, and (ii) any amounts payable by Merchant for benefits (including FICA, unemployment taxes, workers’ compensation and healthcare insurance, but excluding Excluded Payroll Benefits) for Retained Employees used in the GOB Sale (the “Payroll Benefits”);

(c) subject to Section 6.1, the actual Occupancy Expenses;

(d) Retention Bonuses, if applicable, for Retained Employees, as provided for in Section 9.4 below;

(e) advertising and direct mailings initiated by Agent relating to the GOB Sale, Store interior and exterior signage and banners procured by Agent, and sign-walkers or drivers procured by Agent, in each case relating to the GOB Sale;

(f) credit card fees, bank card fees, and chargebacks and credit/bank card discounts with respect to Merchandise sold in the GOB Sale;

- (g) bank service charges (for Store, corporate accounts, and Agency Accounts), check guarantee fees, and bad check expenses to the extent directly attributable to the GOB Sale;
- (h) costs for additional Supplies at the Stores necessary to conduct the GOB Sale as solely to the extent requested by Agent;
- (i) all fees and charges required to comply with applicable laws in connection with the GOB Sale solely to the extent agreed to by Agent;
- (j) Store cash theft and other Store cash shortfalls in the registers;
- (k) any Central Services Expenses in excess of the Central Services Budget to the extent such expenses are incurred at the direction of the Agent, to facilitate Agent's conduct under this Agreement, or otherwise as agreed to by the Agent in writing.
- (l) the Distribution Center Expenses;
- (m) postage, courier and overnight mail charges requested by Agent to the extent relating to the GOB Sale;
- (n) third party payroll processing expenses associated with the GOB Sale; and
- (o) costs of transfers initiated by Agent of Merchandise and Additional Agent Merchandise between and among the Stores and Distribution Centers during the Sale Term, including delivery and freight costs, it being understood that Agent shall be responsible for coordinating such transfer of Merchandise.

Notwithstanding anything herein to the contrary, there will be no double counting or double payment of Expenses to the extent that Expenses appear or are contained in more than one Expense category.

As used herein, the following terms have the following respective meanings:

(i) "Central Services Expenses" means the actual costs and expenses for Merchant's central administrative services necessary for the conduct and support of the GOB Sale, including, but not limited to inventory control systems, payroll systems, MIS and POS services, cash and inventory reconciliation, data processing and reporting, email preparation and distribution, information technology support management and maintenance, accounting, office facilities at Merchant's central office, central administrative services and personnel to process and perform sales audit, banking, and other normal course administrative services customarily provided to or for the benefit of operating the Distribution Centers and/or the Stores, and such other central office services reasonably necessary (in the judgment of Agent) for the Sale (collectively, "Central Services").

(ii) "Distribution Center Expenses" means the actual costs and expenses, including use and Occupancy Expenses and Distribution Center employee payroll, both hourly and salary, and other obligations, of the operations of the Distribution Centers, and the actual costs and expenses (including outbound freight) related to the processing, transfer, and

consolidation of Merchandise, Additional Agent Merchandise, and supplies in the Distribution Centers and from the Distribution Centers to the Stores, and all actual costs and expenses associated with Agent's on-site supervision of the Stores, corporate offices and Distribution Centers, including (but not limited to) any and all fees, wages, taxes, third party payroll costs and expenses, and deferred compensation of Agent's field personnel, travel to, from or between the Stores, corporate offices, and Distribution Centers, and out-of-pocket and commercially reasonable expenses relating thereto (including reasonable and documented corporate travel to monitor and manage the GOB Sale).

(iii) "Excluded Payroll Benefits" means (i) the following benefits arising, accruing or attributable to the period prior to, during (except as required by applicable law or otherwise agreed to between Merchant and Agent), or after the Sale Term, if any: (w) vacation days or vacation pay, (x) sick days or sick leave or any other form of paid time off, (y) maternity leave or other leaves of absence, and (z) ERISA coverage and similar contributions and/or (ii) any payments due under WARN Act or similar state laws.

(iv) "Occupancy Expenses" means base rent, percentage rent, HVAC, utilities, CAM, storage costs, real estate and use taxes, Merchant's association dues and expenses, utilities expenses, cash register maintenance, routine repairs, building maintenance, trash and snow removal, housekeeping and cleaning expenses, local and long-distance telephone and internet/wifi expenses, security (including, without limitation, security systems, courier and guard service, building alarm service and alarm service maintenance), and rental for furniture, fixtures and equipment.

(v) "Third Party" means, with reference to any Expenses to be paid to a Third Party, a party which is not affiliated with or related to Merchant.

(vi) Notwithstanding any other provision of this Agreement to the contrary, "Expenses" shall not include any other costs, expenses or liabilities payable by Merchant not provided for herein, all of which shall be paid solely by Merchant.

4.2 Payment of Expenses.

Subject to and only upon Closing, Agent shall be responsible for the payment of all Expenses out of Proceeds (or from Agent's own accounts if and to the extent there are insufficient Proceeds). All Expenses incurred by the Merchant during each week of the GOB Sale (*i.e.* Sunday through Saturday) shall be paid by Agent to or on behalf of Merchant, or paid by Merchant and thereafter reimbursed by Agent as provided for herein; provided, however, in the event that the actual amount of an Expense is unavailable on the date of the reconciliation (such as payroll), Merchant and Agent shall agree to an estimate of such amounts, which amounts will be reconciled once the actual amount of such Expense becomes available. To the extent necessary or appropriate, Agent shall work with Merchant in good faith to fund Expenses in advance as needed to ensure the timely payment thereof. Agent and/or Merchant may review or audit the Expenses at any time. To the extent such Expenses are paid by Merchant, Merchant shall provide Agent with payments that Merchant intends to issue for such Expenses at least one business day before issuance, which register shall identify amounts and expense categories of such payments.

Section 5. Merchandise.5.1 Merchandise Subject to This Agreement.

(a) “Excluded Goods” means all (1) goods that are not owned by Merchant, including but not limited to goods that belong to sublessees, licensees, department lessees, or concessionaires of Merchant and (2) goods held by Merchant on memo, on consignment (except to the extent otherwise agreed by the applicable consignor), or as bailee. Merchant shall be solely responsible for the disposition and/or abandonment of all Excluded Goods and all costs, expenses, and obligations associated therewith. Agent shall incur no cost, expense, or obligation in connection with any Excluded Goods.

(b) “Merchandise” means all goods owned by Merchant for resale as of the occurrence of the Closing, wherever located, including, for clarity, all goods that are on-order or in-transit as of the Closing, other than Excluded Goods.

5.2 Valuation.

(a) “Cost Value” shall mean, with respect to each item of Merchandise, the lower of (i) the lower of (x) the actual cost of such item and (y) the lowest cost of such item as reflected in the Merchandise File and (ii) the Retail Price.

(b) “Retail Price” shall mean with respect to each item of Merchandise, the lower of the lowest ticketed, marked, shelf, Merchandise File, or other file price as reflected in Merchant’s books and records for such item.

(c) “Merchandise File” shall mean “7.52 Project Thread_Inventory by Article (FW01).zip” and all subsequent and/or refreshed files received by Agent from and after the date of this Agreement.

5.3 Inventory Count.

During the Sale Term, for purposes of counting the Merchandise, Merchant and Agent shall jointly keep (i) a strict count of gross register receipts from the sale of Merchandise, less applicable taxes and excluding any prevailing Sale-related discounts (“Gross Rings”), and (ii) cash reports of sales within each Store. Register reports shall show for each item sold the Cost Value and Retail Price for such item and the markdown or discount, if any, specifically granted by the Agent. All such records and reports shall be made available to Merchant and Agent during regular business hours upon reasonable notice.

Section 6. Sale Term.

6.1 Term. Subject to satisfaction of the conditions precedent set forth in Section 10 hereof, the GOB Sale shall commence at each Store on a date determined by Agent in its sole discretion after the occurrence of the Closing (the “Sale Commencement Date”) and shall end at each Store no later than May 31, 2025 (the “Sale Termination Date”, and the period from the Sale Commencement Date to the Sale Termination Date as to each Store being the “Sale

Term”). Agent may, in its discretion, earlier terminate the GOB Sale on a Store-by-Store basis or close a Distribution Center, upon written notice to Merchant at least five (5) days prior to the end of a calendar month (a “Vacate Notice”) and vacate such Store or Distribution Center, in accordance with Section 6.2, by the end of such calendar month (the “Vacate Date”); provided, however, that Agent’s obligations to pay all Expenses, including Occupancy Expenses, for each Store or Distribution Center, as applicable, subject to a Vacate Notice shall continue only until the applicable Vacate Date.

6.2 Vacating the Stores. At the conclusion of the GOB Sale, Agent agrees to leave each Store in “broom clean” condition, ordinary wear and tear excepted, except for unsold items of Owned FF&E which may be abandoned by Agent in place in a neat and orderly manner pursuant to Section 7 below. Agent shall vacate each Store or Distribution Center on or before the earlier of (a) the Sale Termination Date or, if applicable, (b) the Vacate Date, as provided for herein, at which time Agent shall surrender and deliver the Store or Distribution Center premises, and, if in Agent’s possession, keys, to Merchant unless the applicable Lease is being conveyed pursuant to the Lease/Contract Designation Rights. Notwithstanding the foregoing, Agent’s obligations to pay all Expenses for the Stores and Distribution Centers shall be limited as provided for in Section 6.1.

Section 7. FF&E/ Merchandise.

7.1 Abandonment of FF&E/Merchandise. Agent shall be authorized to abandon any and all FF&E or Remaining Merchandise, whether owned or not by Merchant, in place without any cost or liability to Agent. For the avoidance of doubt, Agent shall have no responsibility whatsoever with respect to FF&E that is not owned by Merchant; provided that nothing in this Section 7 shall limit Agent’s rights with respect to Owned FF&E under the Asset Designation Rights or with respect to leased FF&E under the Lease/Contract Designation Rights.

Section 8. Conduct of the GOB Sale.

8.1 Rights of Agent. Subject to entry of the Approval Order, in addition to any other rights granted to Agent elsewhere in this Agreement, Agent shall be permitted to conduct the GOB Sale as a “going out of business,” “store closing,” “sale on everything,” “everything must go,” or similarly themed sale throughout the Sale Term, without compliance with any Liquidation Sale Laws, subject to the Approval Order. Agent shall conduct the GOB Sale in the name of and on behalf of Merchant in a commercially reasonable manner and in compliance with the terms of this Agreement and Applicable General Laws and subject to the Approval Order. Agent shall conduct the GOB Sale in accordance with the sale guidelines attached hereto as Exhibit 8.1 (the “Sale Guidelines”). In addition to any other rights granted to Agent hereunder in conducting the GOB Sale, Agent shall have the right:

- (a) to establish GOB Sale prices and discounts and Store hours;
- (b) except as otherwise expressly included as an Expense, to use without charge during the Sale Term all FF&E, IT Systems, existing Supplies, intangible assets (including Merchant’s name, logo and tax identification numbers and, other Intellectual Property), Store keys, case keys, security codes and safe and lock combinations required to gain access to and operate

the Stores, and the Distribution Centers, and any other assets of Merchant located at the Stores or Distribution Centers (whether owned, leased, or licensed), solely to the extent such use does not violate any Applicable General Law;

(c) (i) subject to satisfaction of Agent's payment obligations under this Agreement, to be provided by Merchant with central office facilities, central administrative services and personnel to process and perform Central Services and provide other central office services reasonably necessary for the GOB Sale; (ii) to use reasonably sized offices located at Merchant's central office facility to effect the GOB Sale; and (iii) to use all customer lists, mailing lists, email lists, and web and social networking sites and other Intellectual Property utilized by Merchant in connection with its business (to the extent such items can be segregated to the Stores or Distribution Centers and solely in connection with the GOB Sale and subject to Applicable General Laws and any other restrictions requested by Merchant in order for Merchant and Agent to comply with Merchant's privacy policies, contracts, agreements, or applicable laws governing the use and dissemination of personal or confidential information, including consumer personal data);

(d) to establish and implement advertising, signage and promotion programs consistent with the "going out of business," "store closing," "sale on everything," "everything must go," or similarly themed sale, including without limitation by means of media advertising, and similar interior and exterior signs and banners, and the use of sign walkers or drivers, each at Agent's sole cost as an Expense;

(e) to include Additional Agent Merchandise in the GOB Sale in accordance with Section 8.9; and

(f) to transfer Merchandise between and among the Stores and Distribution Centers.

8.2 Terms of Sales to Customers; Final/As Is Sales. During the Sale Term, all sales of Merchandise and Additional Agent Merchandise will be "final sales" and "as is," and appropriate signage and sales receipts will reflect the same. Agent shall not warrant the Merchandise in any manner, but will, to the extent legally permissible, pass on all manufacturers' warranties to customers. Except as otherwise provided herein, during the Sale Term, all sales will be made only for cash or nationally recognized bank credit or debit cards. Upon entry of the Approval Order, Agent shall not accept or honor coupons during the Sale Term. Agent shall clearly mark all receipts for the Merchandise sold at the Stores during the Sale Term so as to distinguish the sale of such Merchandise from the goods sold prior to the Sale Commencement Date.

8.3 Tax Matters.

(a) During the Sale Term, all sales, use, excise, gross receipts and other taxes attributable to sales of Merchandise and Additional Agent Merchandise, as indicated on Merchant's point of sale equipment (other than taxes on net income) payable to any taxing authority having jurisdiction (collectively, "Sales Taxes") shall be added to the sales price of Merchandise and Additional Agent Merchandise and collected by Agent, on Merchant's behalf, at

the time of sale. All Sales Taxes shall be deposited into a segregated account designated by Merchant and Agent solely for the deposit of such Sales Taxes (the “Sales Taxes Account”). For the avoidance of doubt, Merchant will have payment authority on the Sales Taxes Account from inception until Merchant no longer has any obligation with respect to the payment of Sales Taxes hereunder. For any Sales Taxes Account that Agent obtains control or payment authority over, Agent agrees to remit any funds in such Sales Taxes Account to Merchant. Merchant shall prepare and file all applicable reports and documents required by the applicable taxing authorities with respect to Sales Taxes incurred on transactions processed under Merchant’s identification number(s), and Merchant shall promptly pay all such Sales Taxes from the Sales Taxes Account. Merchant will be given access to the computation of gross receipts for verification of all such tax collections. Provided that Agent performs its responsibilities in accordance with this Agreement, Agent shall have no further obligation to Merchant, any taxing authority, or any other party, and Merchant shall indemnify and hold harmless Agent from and against any and all reasonable out-of-pocket costs, including, but not limited to, reasonable attorneys’ fees, assessments, fines or penalties, which Agent sustains or incurs as a result or consequence of the failure by Merchant to promptly pay such taxes to the proper taxing authorities and/or the failure by Merchant to promptly file with such taxing authorities all reports and other documents required by applicable law to be filed with or delivered to such taxing authorities. If Agent fails to perform its responsibilities in accordance with this Section 8.3, and provided Merchant complies with its obligations hereunder, Agent shall indemnify and hold harmless Merchant from and against any and all costs, including, but not limited to, reasonable attorneys’ fees, assessments, fines or penalties which Merchant sustains or incurs as a result or consequence of the failure by Agent to collect Sales Taxes and/or the failure by Agent to promptly deliver any and all reports and other documents required to enable Merchant to file any requisite returns with such taxing authorities. Agent shall use commercially reasonable efforts to cooperate with Merchant to obtain any tax refunds in respect of Sales Taxes.

(b) Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be interpreted as establishing the federal, state, or local tax consequences of the transactions contemplated by this Agreement.

(c) Agent shall, and shall cause each of its respective affiliates to, use commercially reasonable efforts to cooperate and consult with Merchant with respect to applicable Sales Taxes matters and other tax matters reasonably associated with the transactions contemplated by this Agreement, including the preparation and filing of applicable tax reports, returns, and documents (including applicable allocations of purchase price) required by the applicable taxing authorities with respect thereto and any audit, litigation, or other proceeding with respect thereto.

(d) Agent shall be responsible for all documentary, stamp, transfer (including real property transfer), motor vehicle registration, sales, use, value added, excise, and other similar non-income taxes and all filing and recording fees (and any interest, penalties and additions with respect to such taxes and fees) arising from or relating to the consummation of the transactions contemplated by this Agreement (collectively, “Transfer Taxes”), regardless of the party on whom liability is imposed under the provisions of the applicable laws relating to such Transfer Taxes. Merchant and Agent will consult and cooperate on a reasonable basis in preparing and timely filing all tax returns, declarations, reports, estimates, information returns or other statements (collectively, “Tax Returns”) with respect to any Transfer Taxes and will cooperate on a reasonable

basis and otherwise take reasonable best efforts to obtain any available exemptions from or reductions in such Transfer Taxes.

(e) Merchant shall provide to Agent a properly completed and duly executed IRS Form W-9 on behalf of each entity listed on Annex 1 on or prior to the Closing Date.

8.4 Supplies. Agent shall have the right to use, without charge, all existing supplies located at the Stores, Distribution Centers and corporate office(s), including, without limitation, boxes, bags, paper, twine and similar sales materials (collectively, “Supplies”); provided, however, that the term “Supplies” does not include any IT System. In the event that additional Supplies are required in any of the Stores during the GOB Sale, Merchant agrees to promptly provide the same to Agent, if available, for which Agent shall reimburse Merchant at Merchant’s cost therefor as set forth in Section 4 hereof.

8.5 Returns of Merchandise. After the Closing Date, Merchant shall modify its return policy such that all sales are “final” as of the Closing Date. Agent shall accept returns of goods sold by Merchant for fourteen (14) days following the Closing Date or such other date as may be authorized by the Bankruptcy Court, whichever is earlier. In the Stores where store-closing sales are already being conducted pursuant to the Store Closing Procedures Order, all sales are final and returns will no longer be accepted as of March 2, 2025. Following such date, the Agent shall have no obligation to accept returns of goods sold.

8.6 Gift Certificates, Credits. By the Closing Date, Merchant shall use commercially reasonable best efforts to modify its gift certificate, coupon, and loyalty program policies such that Merchant’s gift cards, gift certificates, coupons and credits will only be accepted during the fourteen (14) day period following the Closing or such other date as may be authorized by the Bankruptcy Court, whichever is earlier, and that Merchant’s loyalty program will be terminated as of the Closing. Following such date, Agent shall have no obligation to accept gift cards, gift certificates, coupons and credits or honor any of Merchant’s loyalty programs during the Sale Term. After the Petition Date, Merchant shall discontinue the sale of gift certificates and gift cards and use commercially reasonable best efforts to direct any third-party merchants to stop the sale of such gift certificates and gift cards.

8.7 Right to Monitor. Merchant shall have the right to monitor the GOB Sale and activities attendant thereto and to be present in the Stores during the hours when the Stores are open for business; provided that Merchant’s presence does not unreasonably disrupt the conduct of the Sale. Merchant shall also have a right of access to the Stores at any time in the event of an emergency situation and shall promptly notify Agent of such emergency.

8.8 Sale Reconciliation. On each Wednesday during the Sale Term, Agent and Merchant shall cooperate to reconcile the sales of Merchandise and Additional Agent Merchandise, the sale of FF&E, Expenses, make payments/setoffs on account of the GOB Sale Proceeds and reconcile such other GOB Sale-related items as either party shall reasonably request, in each case for the prior week or partial week (i.e. Sunday through Saturday), all pursuant to procedures agreed upon by Merchant and Agent (the “Weekly Sale Reconciliation”). Within thirty (30) days after the end of the Sale Term, or as soon as practicable thereafter, Agent and Merchant shall complete a final reconciliation of the Sale (the “Final Reconciliation”), the written

results of which shall be certified by representatives of each of the Merchant and Agent as a final settlement of accounts between the Merchant and Agent with respect to the GOB Sale. Within five (5) days after the completion of the Final Reconciliation and execution of a settlement letter including an appropriate mutual release for the benefit of Merchant and Agent, Agent shall pay to Merchant, or Merchant shall pay to Agent, as the case may be, any and all amounts due the other pursuant to the Final Reconciliation. The Approval Order shall provide that the Final Reconciliation, once agreed to by Merchant and Agent, shall be automatically deemed approved pursuant to Bankruptcy Code section 105(a) and Rule 9019 of the Federal Rules of Bankruptcy Procedure without further order of the Bankruptcy Court or action by any party. During the Sale Term, and thereafter until all of Merchant's and Agent's obligations under this Agreement have been satisfied, Merchant and Agent shall have reasonable access to each other's records with respect to the GOB Sale (including, but not limited to Merchandise, Additional Agent Merchandise, GOB Sale Proceeds, and Expenses) to review and audit such records.

8.9 Additional Agent Merchandise.

(a) Agent shall be entitled to include in the Sale supplemental goods procured by Agent which are of like kind, and no lesser quality to the Merchandise located in the Stores ("Additional Agent Merchandise"). Agent shall be responsible for payment of the costs associated with procuring any Additional Agent Merchandise and all direct costs and expenses related to, or incurred in connection with, the marketing and sale of the Additional Agent Merchandise, as a Retail Expense of the Sale. Agent may utilize the Distribution Centers for the receipt, processing, handling and distribution of such Additional Agent Merchandise.

(b) The Additional Agent Merchandise shall be at all times subject to the control of Agent, and Merchant and Lenders shall cooperate with Agent with respect to all filings (including, without limitation, UCC-1 financing statements) and other actions to the extent reasonably requested by Agent in connection with the Additional Agent Merchandise. If requested by Agent, Merchant shall, at Agent's expense as a Retail Expense, insure the Additional Agent Merchandise and, if required, promptly file any proofs of loss with regard to same with Merchant's insurers.

(c) Any transactions relating to the Additional Agent Merchandise are, and shall be construed as, a true consignment from Agent to Merchant. Merchant acknowledges, and the Approval Order shall provide, that the Additional Agent Merchandise shall be consigned to Merchant as a true consignment under Article 9 of the Uniform Commercial Code (the "UCC"). Agent is hereby granted a first priority security interest in (i) the Additional Agent Merchandise and (ii) the Additional Agent Merchandise proceeds, which security interest Agent shall be authorized to perfect prior to entry of the Approval Order, but which security interest shall, if not sooner perfected, be deemed perfected pursuant to the Approval Order without the requirement of filing UCC financing statements or providing notifications to any prior secured parties, it being understood that the filing and service by Merchant of a sale approval motion and entry by the Bankruptcy Court of the Approval Order constitute adequate prior notice to all preexisting secured parties, *provided, however*, that Agent is hereby authorized to deliver any notices and file any financing statements and amendments thereof under the UCC identifying Agent's interest in the Additional Agent Merchandise and any proceeds from the sale thereof as consigned goods

thereunder and Merchant as the consignee therefor, and Agent's security interest in such Additional Agent Merchandise and Additional Agent Merchandise proceeds. The Lenders hereby (x) acknowledge and agree that the Additional Agent Merchandise are the subject of a true consignment by Agent to Merchant and, as such, are not collateral of the Lenders or any other secured party of Merchant, and (y) consent to the inclusion of the proceeds of the sale of Additional Agent Merchandise as "Proceeds" hereunder.

(d) Agent shall provide signage in the Stores notifying customers that the Additional Agent Merchandise has been included in the Sale.

8.10 Force Majeure. If any casualty, act or threatened act of war or terrorism, act of God, epidemic or pandemic, or governmental rules or regulations in response to any of the foregoing prevents or substantially inhibits the conduct of business in the ordinary course at any Store for a period of five (5) consecutive days (a "Force Majeure Event"), such Store and the Merchandise located at such Store may, in Agent's sole discretion, be eliminated from the Sale and considered to be deleted from this Agreement as of the first date of such event, and Agent and Merchant shall have no further rights or obligations hereunder with respect thereto; provided, however, that the proceeds of any insurance attributable to such Merchandise shall constitute Proceeds hereunder and there shall be no adjustment to Purchase Price.

Section 9. Employee Matters.

9.1 Merchant's Employees. Subject to the Central Services Budget and payment of Expenses, Agent may use Merchant's employees in the conduct of the GOB Sale to the extent Agent deems necessary for the GOB Sale, and Agent may select and schedule the number and type of Merchant's employees required for the GOB Sale. Agent shall identify any such employees to be used in connection with the GOB Sale (each such employee, a "Retained Employee") prior to the Sale Commencement Date. Notwithstanding the foregoing, Merchant's employees shall at all times remain employees of Merchant. Agent's selection and scheduling of Merchant's employees shall at all times comply with all applicable collective bargaining agreements, laws and regulations. Merchant and Agent agree that, except to the extent that wages and benefits of Retained Employees constitute Expenses hereunder, nothing contained in this Agreement and none of Agent's actions taken in respect of the GOB Sale shall be deemed to constitute an assumption by Agent of any of Merchant's obligations relating to any of Merchant's employees including, without limitation, Worker Adjustment Retraining Notification Act ("WARN Act") claims and other termination type claims and obligations, or any other amounts required to be paid by statute or law; nor shall Agent become liable under any employment agreement, collective bargaining agreement, or be deemed a joint or successor employer with respect to such employees. For the avoidance of doubt, Merchant shall be responsible for providing any required notice under the WARN Act or state laws with respect to its employees and otherwise comply with the WARN Act or state laws with respect to any "plant closing" or "mass layoff" (as defined in the WARN Act) or group termination or similar event affecting the employees, whether before or after the date of this Agreement. Merchant shall not, without the prior consent of Agent, raise the salary or wages or increase the benefits for, or pay any bonuses or other extraordinary payments to, any Store or Distribution Center employees prior to the Sale Termination Date. Merchant shall not transfer any employee in anticipation of the GOB Sale nor any Retained Employee during the Sale Term, in each case without Agent's prior consent, not to

be unreasonably withheld. To the extent reasonably requested in writing by Agent, and at Agent's expense, Merchant shall use commercially reasonable efforts to hire additional temporary employees to facilitate the GOB Sale, which employees shall constitute Retained Employees for purposes of this Agreement.

9.2 Termination of Employees. Agent may in its discretion stop using any Retained Employee at any time during the GOB Sale, subject to the conditions provided for herein. In the event that Agent desires to cease using any Retained Employee, Agent shall notify Merchant at least seven (7) days prior thereto in writing; provided, however, that, in the event that Agent determines to cease using an employee "for cause" (such as dishonesty, fraud or breach of employee duties), the seven (7) day notice period shall not apply; provided that Agent shall notify Merchant immediately after such discontinuance. Contemporaneous with providing such notice, Agent shall provide to Merchant all information and other materials in Agent's knowledge, possession or control concerning supporting Agent's determination to terminate any Retained Employee "for cause." From and after the date of this Agreement and until the Sale Termination Date, Merchant shall not transfer or dismiss employees of the Stores or Distribution Centers except "for cause" without Agent's prior consent, not to be unreasonably withheld. Notwithstanding the foregoing, Agent shall not have the right to terminate the actual employment of any employee, but rather may only cease using such employee in the GOB Sale and paying any Expenses with respect to such employee (and all decisions relating to the termination or non-termination of such employees shall at all times rest solely with Merchant). Notwithstanding any other provision hereof, Agent will indemnify and hold Merchant harmless from and against any and all costs or expenses incurred (including, without limitation, reasonable attorneys' fees) in connection with any claims by Retained Employees arising from Agent's conduct in connection with Retained Employees.

9.3 Payroll Matters. During the Sale Term, Merchant shall process the payroll for all Retained Employees and any former employees and temporary labor engaged for the GOB Sale. Each Wednesday of each week during which payroll is being paid by Merchant (or such other date as may be reasonably requested by Merchant to permit the funding of the payroll accounts before such payroll is due and payable) during the Sale Term, Agent shall transfer to Merchant's payroll accounts an amount equal to the payroll for Retained Employees plus related payroll taxes, workers' compensation and benefits for each such week, to the extent such amount constitutes Expenses hereunder.

9.4 Employee Retention Bonuses. Subject to approval by the Bankruptcy Court, Agent may, in its sole discretion, pay, as an Expense, retention bonuses and/or severance pay ("Retention Bonuses"), which bonuses shall be inclusive of payroll taxes, but as to which no severance benefits shall be payable to such Retained Employees who do not voluntarily leave employment, are not otherwise entitled to receive severance pay, and are not terminated "for cause," as Agent may determine in its reasonable and good faith discretion. Subject to approval by the Bankruptcy Court, the amount of such Retention Bonuses shall be in an amount to be determined by Agent, in its reasonable and good faith discretion, and shall be payable within thirty (30) days after the Sale Termination Date and shall be processed through Merchant's payroll system.

Section 10. Conditions Precedent and Subsequent.

(a) Agent shall consummate the transactions contemplated under this Agreement (the “Closing”) by February 27, 2025 (the “Closing Date”) subject only to the satisfaction of the following conditions, unless specifically waived in writing by Agent in its reasonable discretion:

(i) The Petition Date shall have occurred no later than January 15, 2025;

(ii) On the Petition Date, Merchant shall have filed a motion and proposed form of Bid Procedures Order;

(iii) The Bankruptcy Court shall have entered an order approving the use of cash collateral (the “Cash Collateral Order”) on a final basis no later than February 26, 2025;

(iv) The Bankruptcy Court shall have entered the Bid Procedures Order on a final basis no later than February 17, 2025;

(v) The bid deadline under the Bid Procedures Order shall be no later than February 18, 2025;

(vi) The Auction, if any, under the Bid Procedures Order shall be no later than February 21, 2025;

(vii) The Bankruptcy Court shall have entered the Approval Order no later than February 26, 2025;

(viii) The Bankruptcy Court shall have entered an order, pursuant to section 365(d)(4) of the Bankruptcy Code, extending the Merchant’s time to assume or reject the leases for the Stores to the date that is 210 days after the Petition Date;

(ix) The Termination Declaration Date, as defined in the Cash Collateral Order, shall not have occurred;

(x) (A) All representations and warranties of Merchant in Section 11.1 (other than the representations and warranties set forth in Sections 11.1(a), (b), and (c)) shall be true and correct, except where the failure to be true and correct has not had and would not reasonably be expected to have a material adverse effect on the Assets taken as a whole, (B) all representations and warranties of Merchant in Sections 11.1(a), (b), and (c) shall be true and correct in all material respects as of the Closing, and (C) Merchant shall have in all material respects performed the obligations and complied with the covenants required by this Agreement to be performed or complied with by it prior to the Closing;

(xi) No chapter 11 trustee has been appointed and the Merchant’s bankruptcy cases have not been converted to cases under Chapter 7 of the Bankruptcy Code;

(xii) There shall not have been a variance greater than five percent (5%) of the expenses set forth in “Total Expenses/Wind Down Costs” line item of the cash collateral budget without the written consent of Agent; and

(xiii) All of the Parties shall have executed this Agreement.

(b) The willingness of Merchant to enter into the transactions contemplated under this Agreement, and the occurrence of the Closing, are directly conditioned upon the satisfaction of the following conditions at the time or during the time periods indicated, unless specifically waived in writing by Merchant, with the prior written consent of the Prepetition ABL Agent and the Prepetition FILO Agent to the extent such waiver would materially affect their interests:

(i) No judgment enacted, promulgated, issued, entered, amended or enforced by any governmental authority or any applicable law shall be in effect enjoining or otherwise prohibiting consummation of the transactions contemplated hereby;

(ii) All representations and warranties of Agent hereunder shall be true and correct in all material respects as of the Closing, and Agent shall have in all material respects performed the obligations and complied with the covenants required by this Agreement to be performed or complied with by it prior to the Closing;

(iii) The ABL Agent, the FILO Agent and any other persons designated by them have received full and indefeasible payment in cash (or other consideration as applicable) of all Debt Payoff specified in the Payoff Letters on the Closing Date; and

(iv) All of the Parties shall have executed this Agreement.

Section 11. Representations, Warranties and Covenants.

11.1 Merchant’s Representations and Warranties. Merchant hereby represents and warrants in favor of Agent as follows:

(a) As of the date of this Agreement and at the Closing, Merchant (i) is duly organized, validly existing and in good standing under the laws of the State of its organization; (ii) has all requisite corporate power and authority to own, lease and operate the Assets and to carry on its business as presently conducted; (iii) is duly authorized and qualified to do business and in good standing in each jurisdiction where the nature of its business or properties requires such qualification, including all jurisdictions in which the Stores are located, except, in each case, to the extent that the failure to be in good standing or so qualified would not reasonably be expected to have a material adverse effect on the ability of Merchant to execute and deliver this Agreement and perform fully its obligations hereunder; and (iv) has paid when due all United States Trustee fees.

(b) Subject only to entry of the Approval Order, Merchant, as of the date of this Agreement and at the Closing, has the right, power and authority to execute and deliver this Agreement and each other document and agreement contemplated hereby (collectively, together with this Agreement, the “Agency Documents”) and to perform fully its obligations thereunder.

Subject only to entry of the Approval Order, Merchant has taken all necessary actions required to authorize the execution, delivery and performance of the Agency Documents, and no further consent or approval is required for Merchant to enter into and deliver the Agency Documents, to perform its obligations thereunder and to consummate the Sale, except for any such consent the failure of which to be obtained would not reasonably be expected to prevent or materially delay or impair the ability of Merchant to execute and deliver this Agreement and perform fully its obligations hereunder. Subject only to entry of the Approval Order, each of the Agency Documents has been duly executed and delivered by Merchant and, upon the due authorization, counter-execution, and delivery of this Agreement by Agent, constitutes the legal, valid and binding obligation of Merchant enforceable in accordance with its terms.

(c) Merchant, as of the date of this Agreement and at the Closing, owns good and valid title to all of the Assets, free and clear of all security interests, liens, claims and encumbrances of any nature other than the security interests securing the Prepetition Secured Obligations (as defined in the Cash Collateral Order) and Permitted Encumbrances.

(d) Since January 1, 2024, Merchant has maintained its pricing files, including but not limited to the Merchandise File, in the ordinary course of business, and prices charged to the public for goods are the same in all material respects as set forth in such pricing files, including but not limited to the Merchandise File, for the periods indicated therein, all pricing files, including but not limited to the Merchandise File, and records are true and accurate in all material respects as to the actual cost to Merchant for purchasing the goods referred to therein and as to the selling price to the public for such goods without consideration of any point of sale discounts, as of the dates and for the periods indicated therein. Merchant represents that (i) the ticketed prices of all items of Merchandise do not and shall not include any Sales Taxes and (ii) all registers located at the Stores are programmed to correctly compute all Sales Taxes required to be paid by the customer under applicable law, as such calculations have been identified to Merchant by its retained service provider.

(e) Merchant has ticketed or marked all goods and items of inventory received and currently located at the Stores or Distribution Centers in a manner consistent with similar Merchandise located at the Stores or Distribution Centers, and in accordance with Merchant's ordinary course past practices and policies relative to pricing and marking goods and inventory.

(f) Since January 1, 2025, Merchant has not purchased for or transferred to or from the Stores or Distribution Centers any inventory or goods outside the ordinary course.

(g) To Merchant's knowledge after reasonable inquiry, all Merchandise is in compliance in all material respects with all applicable federal, state and local product safety laws, rules and standards.

(h) Since January 1, 2024, Merchant has paid all self-insured or Merchant-funded employee benefit programs for Store employees, including health and medical benefits and insurance and all proper claims made or to be made in accordance with such programs.

(i) Since January 1, 2025, Merchant has not taken any actions with the intent of increasing the Expenses of the Sale as compared to ordinary course operations prior to the Sale

Commencement Date, including without limitation increasing salaries or other amounts payable to employees; except to the extent an employee was due an annual raise in the ordinary course.

(j) Other than filing the Bankruptcy Case, no action, arbitration, suit, notice, or legal, administrative or other proceeding before any court or governmental body is pending, by or against Merchant, or has been settled or resolved, or to Merchant's knowledge, is threatened against or affects Merchant, relative to Merchant's business or properties, or which questions the validity of this Agreement, in any case, that would reasonably be expected to adversely affect the conduct of the Sale.

(k) As of February 27, 2025, (i) Available Closing Cash shall be equal to or greater than \$54,000,000 minus the portion, if any, of the Wind-Down Budget in Section 3.1(b) paid with Acquired Cash or (ii) to the extent Available Closing Cash is less than \$54,000,000, the Debt Payoff shall be equal to \$443,100,000 less the amount by which Available Closing Cash is less than \$54,000,000.

11.2 Merchant's Covenants.

(a) Merchant, during the Sale Term, (i) will continue to be duly authorized and qualified to do business and in good standing in each jurisdiction where the nature of its business or properties requires such qualification, including all jurisdictions in which the Stores are located, except, in each case, to the extent that the failure to be in good standing or so qualified would not reasonably be expected to have a material adverse effect on the ability of Merchant to execute and deliver this Agreement and perform fully its obligations hereunder; and (ii) will continue to pay when due all United States Trustee fees.

(b) Merchant shall not create, incur, assume or suffer to exist any security interest, lien or other charge or encumbrance (other than Permitted Encumbrances) upon or with respect to any of the Assets. From and after the Closing, subject to the Central Services Budget and Agent's satisfaction of its payment obligations under this Agreement, Merchant shall use commercially reasonable efforts to perform such tasks and services as are reasonably necessary, in the ordinary course to maintain and preserve the Assets in saleable condition and to maintain good and valid title to all of the Assets at all times until all Assets have been sold or otherwise disposed of, and such other tasks and services as Agent may otherwise reasonably request in connection with the GOB Sales, including but not limited to paying all ad valorem taxes and utilities when due, performing all routine maintenance in the ordinary course, and renewing all necessary licenses and registrations.

(c) Except as necessary to comply with Merchant's obligations under the Store Closing Procedures Order, through the Sale Commencement Date, Merchant shall continue to ticket or mark all goods and items of inventory received at the Stores or Distribution Centers in a manner consistent with similar Merchandise located at the Stores or Distribution Centers, and in accordance with Merchant's ordinary course past practices and policies relative to pricing and marking goods and inventory.

(d) Except as necessary to comply with Merchant's obligations under the Store Closing Procedures Order, through the Sale Commencement Date Merchant shall transfer

inventory or goods to or from Distribution Centers in the ordinary course and shall not deviate from that schedule.

(e) Except as necessary to comply with Merchant's obligations under the Store Closing Procedures Order, through the Sale Commencement Date Merchant shall not, purchase for or transfer to or from the Stores or Distribution Centers any inventory or goods outside the ordinary course.

(f) Merchant shall provide Agent with reasonable access to and/or copies of its historic policies and practices, if any, regarding product recalls, as Agent may reasonably request prior to the Sale Commencement Date.

(g) Subject to the Agent satisfying its payment obligations under this Agreement, Merchant shall, throughout the Sale Term, maintain in good working order, condition, and repair all cash registers, heating systems, air conditioning systems, elevators, escalators and all other mechanical devices necessary for the conduct of the GOB Sale at the Stores in the ordinary course. Except as otherwise restricted by the Bankruptcy Code upon filing of the Bankruptcy Case, and absent a bona fide dispute, throughout the Sale Term, Merchant shall remain current on all expenses and payables necessary or appropriate for the conduct of the GOB Sale.

(h) Subject to payment of Expenses and other obligations under this Agreement by Agent, and approval by the Bankruptcy Court, Merchant will continue to pay all self-insured or Merchant-funded employee benefit programs for Store employees, including health and medical benefits and insurance and all proper claims made or to be made in accordance with such programs.

(i) Payment of Expenses and other obligations under this Agreement by Agent, and approval by the Bankruptcy Court, Merchant will continue to pay throughout the Sale Term all self-insured or Merchant-funded employee benefit programs for Store employees, including health and medical benefits and insurance and all proper claims made or to be made in accordance with such programs.

(j) Merchant shall not throughout the Sale Term take any actions with the intent of increasing the Expenses of the Sale as compared to ordinary course operations prior to the Sale Commencement Date, including without limitation increasing salaries or other amounts payable to employees; except to the extent an employee was due an annual raise in the ordinary course.

(k) Prior to the execution of this Agreement, Merchant has provided Agent reasonable access to all pricing and cost files, including but not limited to the Merchandise File, and data files, inter-Stores transfer logs, markdown schedules, invoices, style runs and all other documents relative to the price, mix and quantities of inventory located at the Stores and the Distribution Centers or on order or in transit.

(l) Merchant hereby acknowledges that, as of and after the date of this Agreement, Agent intends to begin to make arrangements for the purchase of Additional Agent Merchandise from Agent's suppliers of goods as well as Merchant's existing suppliers of goods. To assist Agent in that regard, from and after the date of this Agreement, Merchant shall use Merchant's best efforts to assist and cause Merchant's employees to assist Agent with Agent's efforts to negotiate orders with Merchant's suppliers for goods that Agent is interested in

purchasing as Additional Agent Merchandise and to assist Agent with creating SKUs in and otherwise updating Merchant's systems for and in connection with all such Additional Agent Merchandise.

(m) Except as necessary to comply with Merchant's obligations under the Store Closing Procedures Order, Merchant (i) shall not, prior to or after the Sale Commencement Date, offer any promotions or discounts at the Stores, through any e-commerce sites, social media sites, any other retail location, or any other promotional or retail sales channel owned or controlled directly by Merchant, except as detailed on Exhibit 11.2(m) (the "Promotional Calendar") and (ii) shall make commercially reasonable efforts to notify third party websites or social media sites of such restrictions.

(n) Merchant shall discontinue its current return program and shall stop the sale of gift cards as of the execution date of this Agreement.

(o) Merchant shall operate the Stores in accordance with the terms of the Store Closing Procedures Order, including, but not limited to Agent approving signage package to Stores, discounting cadence and staffing and supervision, in each case, in accordance with such terms.

11.3 Agent's Representations, Warranties and Covenants. Agent hereby represents, warrants and covenants in favor of Merchant as follows:

(a) Agent: (i) is duly and validly existing and in good standing under the laws of the State of its organization; (ii) has all requisite power and authority to carry on its business as presently conducted and to consummate the transactions contemplated hereby; (iii) is duly authorized and qualified to do business and in good standing in each jurisdiction where the nature of its business or properties requires such qualification, including, in the case of the entities comprising Agent, all jurisdictions in which the Stores are located, except, in each case, to the extent that the failure to be in good standing or so qualified would not reasonably be expected to have a material adverse effect on the ability of Agent to execute and deliver this Agreement and perform fully its obligations hereunder.

(b) Agent: (i) has the right, power and authority to execute and deliver each of the Agency Documents to which it is a party and to perform fully its obligations thereunder; (ii) has taken all necessary actions required to authorize the execution, delivery and performance of the Agency Documents, and no further consent or approval is required on the part of Agent for Agent to enter into and deliver the Agency Documents, to perform its obligations thereunder and to consummate the transactions contemplated thereby, and (iii) has duly executed and delivered each of the Agency Documents and, assuming the due authorization, execution, and delivery of this Agreement by Merchant, constitutes the legal, valid and binding obligation of Agent enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting the rights of creditors generally and by general principles of equity. No court order or decree of any federal, state or local governmental authority or regulatory body is in effect that would prevent or impair, or is required for, Agent's consummation of the transactions contemplated by this Agreement, and no consent of any third party which has not been obtained is required therefor, other than as provided herein.

No contract or other agreement to which Agent is a party or by which Agent is otherwise bound will prevent or impair the consummation of the transactions contemplated by this Agreement.

(c) No action, arbitration, suit, notice or legal administrative or other proceeding before any court or governmental body has been instituted by or against Agent, or has been settled or resolved or, to Agent's knowledge, has been threatened against or affects Agent, which questions the validity of this Agreement or any action taken or to be taken by Agent in connection with this Agreement or which, if adversely determined, would have a material adverse effect upon Agent's ability to perform its obligations under this Agreement.

(d) The GOB Sale shall be conducted in compliance with all applicable state and local laws, rules and regulations and Merchant's leases and other agreements, except as otherwise provided for in this Agreement, the Sale Guidelines or the Approval Order.

(e) Absent prior consent by Merchant, Agent will not cause any non-emergency repairs or maintenance (emergency repairs are repairs necessary to preserve the security of a Store premise or to ensure customer safety) to be conducted at the Stores.

(f) Agent will have at the Closing and at any time that payments are required to be made by Agent under this Agreement or under the other Agent documents sufficient funds available in cash, including from Acquired Cash and Proceeds, to pay the amounts then required to be paid by Agent in connection with the transactions contemplated by this Agreement.

(g) Assuming (i) the satisfaction or waiver of the conditions set forth in Section 10, and (ii) the accuracy of the Express Representations (without regard to any knowledge or materiality qualifications contained therein), Agent and its subsidiaries will be Solvent. Agent is not entering into the transactions contemplated by this Agreement with the intent to hinder, delay or defraud either present or future creditors of Agent, Merchant or their respective subsidiaries. For purposes of this Agreement, "Solvent," when used with respect to any Person, means that such Person (i) will not be insolvent as defined in section 101 of the Bankruptcy Code, (ii) has property with fair value greater than the total amount of their debts and liabilities, contingent, subordinated or otherwise (it being understood that the amount of contingent liabilities at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, can reasonably be expected to become an actual or matured liability), (iii) has assets with present fair salable value not less than the amount that will be required to pay their liability on their debts as they become absolute and matured, (iv) will be able to pay its debts and liabilities, subordinated, contingent or otherwise, as they become absolute and matured, and (v) are not engaged in business or a transaction, and are not about to engage in business or a transaction, for which they have unreasonably small capital.

(h) As of the date of this Agreement, there are no contracts, undertakings, commitments, agreements or obligations, whether written or oral, between Agent, on the one hand, and any member of the management of Merchant or its respective board of directors (or applicable governing body of any Affiliate of any Person within Merchant), any holder of equity or debt securities of Merchant, or any lender or creditor of Merchant or any Affiliate of Merchant, on the other hand, (a) relating in any way to the Assets or the transactions contemplated by this Agreement, other than any agreements entered into between Agent, the Term Agent, and/or any

lenders under the Term Loan Credit Agreement related to this Agreement, or (b) that would be reasonably likely to prevent, restrict, impede or affect adversely the ability of Merchant or any of its Affiliates to entertain, negotiate or participate in any such transactions.

(i) Except for the representations and warranties expressly contained in Section 11.1 (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) (the “Express Representations”) (it being understood that Agent and its affiliates and representatives have relied only on such Express Representations), Agent acknowledges and agrees, on its own behalf and on behalf of its affiliates and representatives, that neither Merchant, any of its Affiliates, nor any other Person on behalf of Merchant or any of its Affiliates makes, and neither Agent nor any of its affiliates and representatives has relied on, is relying on, or will rely on the accuracy or completeness of any express or implied representation or warranty with respect to Merchant, the any of the Assets, or any businesses or liabilities of Merchant or its Affiliates, or with respect to any information, statements, disclosures, documents, projections, forecasts or other material of any nature made available or provided by any Person, including in any “dataroom” or elsewhere to Agent or any of its affiliates or representatives on behalf of Merchant or any of its Affiliates or representatives. Without limiting the foregoing, neither Merchant, any of its affiliates nor or any of its or their representatives nor any other Person will have or be subject to any Liability whatsoever to Agent, or any other Person, resulting from the distribution to Agent or any of its Affiliates or representatives, or Agent’s or any of its Affiliates’ or Representatives’ use of or reliance on, any such information, including in any dataroom or otherwise in expectation of the transactions or any discussions with respect to any of the foregoing information or otherwise.

(j) Agent acknowledges and agrees, on its own behalf and on behalf of its affiliates and representatives, that it will not assert, institute, or maintain, and will cause each of its affiliates and representatives not to assert, institute or maintain, any Action that makes any claim contrary to the agreements and covenants set forth in Section 11.3(f).

Section 12. Efforts.

12.1 Subject to the terms and conditions of this Agreement, each of the Agent and Merchant shall cooperate with each other and use (and shall cause its affiliates to use) its reasonable best efforts (unless, with respect to any action, another standard of performance is expressly provided for herein) to promptly (i) take, or cause to be taken, all actions, and do, or cause to be done, and assist and cooperate with each other in doing, all things necessary, proper or advisable to cause the conditions to Closing to be satisfied as promptly as reasonably practicable and to consummate and make effective, in the most expeditious manner reasonably practicable, the transactions contemplated by this Agreement, including preparing and filing promptly and fully all documentation to effect all necessary filings, notices, petitions, statements, registrations, submissions of information, applications and other documents, (ii) obtain all approvals, consents, registrations, waivers, permits, authorizations, orders and other confirmations from any governmental authority or third party necessary, proper or advisable to consummate the transactions contemplated hereby, (iii) execute and deliver any additional instruments necessary to consummate the transactions contemplated hereby and (iv) defend or contest in good faith any action brought by a third party that could otherwise prevent or impede, interfere with, hinder or delay in any material respect the consummation of the transactions contemplated hereby.

Section 13. Insurance.

13.1 Merchant's Liability Insurance. Until the Asset Designation Rights Termination Date or as otherwise earlier directed by Agent or set forth in this Agreement, Merchant shall continue to maintain, subject to the satisfaction by Agent of its payment obligations under this Agreement, in such amounts as it currently has in effect, all of its liability insurance policies, including but not limited to commercial general liability, products liability, comprehensive public liability, auto liability and umbrella liability insurance, covering injuries to persons and property in, or in connection with, the Assets and/or Merchant's operation of its business and the Stores and Distribution Centers; and Merchant shall make commercially reasonable efforts to cause Agent to be named as an additional named insured (as its interest may appear) with respect to all such policies. Merchant shall make commercially reasonable efforts to deliver to Agent certificates evidencing such insurance setting forth the duration thereof and naming Agent as an additional named insured. All such policies shall require at least thirty (30) days' prior notice to Agent of cancellation, non-renewal or material change. In the event of a claim under any such policies, Merchant shall be responsible for the payment of all deductibles, retentions or self-insured amounts thereunder (which shall be reimbursed as an Expense), unless it is determined that liability arose by reason of the willful misconduct or grossly negligent acts or omissions of Agent, or Agent's employees, independent contractors or agents, in which case Agent shall be solely responsible for any such deductibles, retentions or self-insured amounts. Merchant shall not make any change in the amount of any deductibles or self-insurance amounts on or after the date of this Agreement without Agent's prior written consent or unless such a change is required by the relevant insurer(s) in connection with a renewal or extension of the policy.

13.2 Merchant's Casualty Insurance. Until the Asset Designation Rights Termination Date, as otherwise earlier directed by Agent, or, if earlier, until the sale or other disposition of all Assets covered by such policies, Merchant shall continue to maintain, subject to the satisfaction by Agent of its payment obligations under this Agreement, all of its presently existing property casualty coverage related to the Assets (including but not limited to fire, flood, wind, hail, natural disaster, theft, and extended coverage casualty insurance). From and after the Closing, Merchant will make commercially reasonable efforts to cause all such policies to also name Agent as an additional named insured or loss payee, as applicable (as its interest may appear). In the event of a loss to the Assets on or after the Closing, all proceeds of such insurance shall constitute Proceeds hereunder after subtraction of any expenses reasonably incurred securing such proceeds. Merchant shall make commercially reasonable efforts to deliver to Agent certificates evidencing such insurance, setting forth the duration thereof and naming Agent as an additional insured or loss payee, as applicable. Merchant will make commercially reasonable efforts to provide thirty (30) days' prior notice to Agent of cancellation, non-renewal or material change. Merchant shall not make any change in the amount of any deductibles or self-insurance amounts on or after the date of this Agreement without Agent's prior written consent or unless such a change is required by the relevant insurer(s) in connection with a renewal or extension of the policy. Upon the sale, conveyance, or other disposition of any Asset specifically identified in any of Merchant's casualty insurance policies, Merchant may, with the Agent's prior consent (such consent not to be unreasonably withheld or delayed), cancel the casualty coverage specifically applicable to such Asset.

13.3 Agent's Insurance. Agent shall maintain, at Agent's cost (as an Expense) and in such amounts as Agent currently has in effect, commercial general liability policies covering injuries to persons and property in or in connection with Agent's agency at the Stores and shall cause Merchant to be named as an additional insured with respect to such policies. Agent shall deliver to Merchant certificates evidencing such insurance policies setting forth the duration thereof and naming Merchant as an additional insured, in form and substance reasonably satisfactory to Merchant. In the event of a claim under any such policies, Agent shall be responsible for the payment of all deductibles, retentions or self-insured amounts thereunder, unless it is determined that liability arose by reason of the willful misconduct or grossly negligent acts or omissions of Merchant or Merchant's employees, independent contractors or agents (other than Agent or Agent's employees, agents or independent contractors). Agent shall not make any change in the amount of any deductibles or self-insurance amounts prior to the Sale Termination Date without Merchant's prior written consent.

13.4 Worker's Compensation Insurance. Merchant shall, at all times while any employees are in its employ, maintain in full force and effect workers' compensation insurance (including employer liability insurance) in compliance with all statutory requirements.

13.5 Risk of Loss. Without limiting any other provision of this Agreement, Merchant acknowledges that Agent is conducting the GOB Sale on behalf of Merchant solely in the capacity of an agent, and that in such capacity (a) except for any Additional Agent Merchandise, Agent shall not be deemed to be in possession or control of the Stores, Distribution Centers, or the assets located therein or associated therewith, or of Merchant's employees located at the Stores or Distribution Centers, and (b) except as expressly provided in this Agreement, Agent does not assume any of Merchant's obligations or liabilities with respect to any of the foregoing. Agent shall not be deemed to be a successor employer. Merchant and Agent agree that, subject to the terms of this Agreement, Merchant shall bear all responsibility for liability claims of customers, employees, and other persons arising from events occurring at the Stores during and after the Sale Term, except to the extent any such claim arises from the acts or omissions of Agent, or its supervisors, agents, independent contractors, or employees located at the Stores (an "Agent Claim"). In the event of any liability claim that Merchant and Agent agree is not an Agent Claim, Merchant shall administer such claim and shall present such claim to Merchant's liability insurance carrier in accordance with Merchant's policies and procedures existing immediately prior to the Sale Commencement Date, and shall provide a copy of the initial documentation relating to such claim to Agent at the address listed in this Agreement. To the extent that Merchant and Agent agree that a claim constitutes an Agent Claim, Agent shall administer such claim and shall present such claim to its liability insurance carrier, and shall provide copies of the initial documentation relating to such claim to Merchant. In the event that Merchant and Agent cannot agree whether a claim constitutes an Agent Claim, each party shall present the claim to its own liability insurance carrier, and a copy of the initial claim documentation shall be delivered to the other party to the address designated for delivery of notices hereunder.

13.6 Merchant Indemnification. From and after the Closing, Merchant shall indemnify and hold Agent, and its officers, directors, employees, agents, representatives, and independent contractors (collectively, "Agent Indemnified Parties") harmless from and against all claims, causes of action, demands, penalties, losses, liability, damage, or other obligations,

including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to: (a) Merchant's material breach of or failure to comply with any of its agreements or covenants contained in this Agreement, in each case, solely to the extent such covenant or agreement requires performance after the Closing; (b) any consumer warranty or products liability claims relating to Merchandise; (c) any harassment or any other unlawful, tortious, or otherwise legally actionable treatment of any customers, employees or agents of Agent by Merchant or any of their respective representatives (other than Agent); and (d) the willful misconduct of Merchant or its respective officers, directors, employees, agents (other than Agent) or representatives.

13.7 Agent Indemnification.

(a) From and after the Closing, Agent shall indemnify and hold Merchant and its respective officers, directors, employees, agents and representatives harmless from and against all claims, causes of action, demands, penalties, losses, liability, damage, or other obligations, including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from, or related to: (a) Agent's material breach of or failure to comply with any of its agreements, or covenants, contained in this Agreement, in each case, solely to the extent such covenant or agreement requires performance after the Closing; (b) any claims by any party engaged by Agent as an employee or independent contractor arising out of such employment; (c) any harassment or any other unlawful, tortious or otherwise legally actionable treatment of any customers, employees or agents of Merchant by Agent or any of its representatives; (d) any consumer warranty or products liability claims relating to Additional Agent Merchandise; (e) as set forth in Section 8.3 above; (f) the willful misconduct of Agent, its officers, directors, employees, agents or representatives.

(b) Agent shall indemnify Merchant (and their respective estates) for up to \$10,000,000.00 in the aggregate on account of any Administrative Expense Claim or Priority Tax Claim attributable to the tax consequences associated with the elimination or cancellation of, transfer of, or withdrawal from the Key Man Insurance Policy Program provided for under certain Pre-1986 Corporate Owned Life Insurance policies issued in 1984 and 1985 by Provident Life and Accident Insurance Company (the "Key Man Insurance Policies") and any associated tax liability, the "Key Man Insurance Tax Liability") upon the tax becoming payable to the relevant taxing authority. Merchant shall use best efforts to, and reasonably cooperate with, Agent and its professionals in efforts to, mitigate and/or offset the amount of any Key Man Insurance Tax Liability, including by evaluating the availability of any tax attributes that could reduce or eliminate the Key Man Insurance Tax Liability, considering the appropriate classification of any Key Man Insurance Tax Liability, considering structuring alternatives to monetize the Key Man Insurance Policies or otherwise preventing any Key Man Insurance Tax Liability from arising. For the avoidance of doubt, Agent shall be entitled to the net proceeds (if any), after payment of any associated tax liability, of the Key Man Insurance Policies, including if such proceeds become due and payable prior to the Merchant's withdrawal. Merchant shall use commercially reasonable efforts to estimate the Key Man Insurance Tax Liability within six months after the Closing. For the avoidance of doubt, the proceeds of the Key Man Insurance Policies constitute Proceeds.

Section 14. Agent's Security Interest.

(a) Upon the occurrence of the Closing and satisfaction of the Debt Payoff, Agent is hereby granted first priority, senior security interests in and liens upon all Assets, all Proceeds, and any proceeds thereof, which security interests and liens shall be deemed by the Approval Order to be automatically perfected. The Approval Order shall grant Agent relief from the automatic stay, and nothing in the Approval Order shall inhibit Agent's ability, to take any action Agent deems appropriate to perfect such security interests and liens. From and after the Closing, the Merchant shall not grant any other party any security interests in or liens upon the Assets, Proceeds, or proceeds thereof. Any security interests in or liens upon the Assets prior to the Closing and satisfaction of the Debt Payoff shall attach to the Purchase Price as of the Closing.

(b) Subject to, and subordinated to, the Carve Out, as defined in the Cash Collateral Order, upon the occurrence of the Closing and until all Assets have been sold or otherwise disposed of and Merchant receives the full amount of the Wind-Down Budget, Agent shall have a superpriority administrative expense claim against Merchant, which is senior to all other administrative expenses (including any other superpriority administrative expense claims, not including amounts subject to the Carve Out) to the extent of any amounts owing from Merchant to Agent in connection with this Agreement, including as a result of any breach of this Agreement.

Section 15. Designation Rights.**15.1 Lease/Contract Designation Rights.**

(a) Upon the occurrence of the Closing and until the earlier to occur of (i) the end of the Lease/Contract Designation Rights Period applicable to a particular Lease or Contract and (ii) May 31, 2025 (as may be amended by written agreement of the Parties, the "Lease Designation Rights Termination Date" and the period through such date, the "Lease/Contract Designation Rights Period"), Agent shall have the exclusive right to designate the purchasers, assignees, sublessees, or other transferees of Merchant's right, title, and interest in and to any or all of the Leases and Contracts (the "Lease/Contract Designation Rights") upon the terms and conditions agreed upon between Agent and such designee. If the Parties extend the Designation Rights Termination Date, the Asset Designation Rights Termination Date, and/or the Sale Termination Date, Agent shall be responsible for (x) the increased Central Services Expenses arising from such extension and (y) an additional Wind-Down Payment not to exceed \$500,000 in respect of the actual allowed fees and expenses of estate professionals arising from such extension. Purchaser shall cooperate in good faith with the Committee to develop procedures reasonably acceptable to Purchaser and the Committee with respect to the Lease/Contract Designation Rights.

(b) Merchant shall cooperate reasonably with Agent to arrange for the sale, sublease, assignment, and other transfer, as applicable, of the Leases and Contracts, with such sale and assignment to be on such terms as Agent deems acceptable in its sole and absolute discretion. Without limiting the generality of the foregoing, Merchant agrees (1) to provide Agent with all due diligence materials and information as Agent shall reasonably request in connection with its efforts to market and attempt to sell or otherwise dispose of the Leases and Contracts (including complete copies thereof and any abstracts prepared with respect thereto, and all communications with the counterparties thereunder, all property surveys, all environmental reports and tax and

utility records), with Agent to bear all reasonable third party out-of-pocket costs and expenses relating thereto, in all cases to the extent reasonably available to Merchant, and (2) to cooperate with Agent, its agents, and any potential purchasers assignees, sublessees, or other transferees of any of the Leases and/or Contracts.

(c) Solely to the extent requested by Agent, Merchant shall exercise renewal and/or extension options under the Leases and Contracts.

(d) At any time prior to the end of the Lease/Contract Designation Rights Period applicable to a particular Lease or Contract, Agent shall have the right, which right may be exercised at any time and from time to time, to file a Lease/Contract Assumption Notice in the Bankruptcy Cases designating the purchasers, assignees, sublessees, or other transferees (which may in certain circumstances be Agent, any of the entities comprising Agent, any of their respective affiliates, and/or a new entity created by any of the foregoing) of one or more Leases and/or Contracts (which may occur without further order of the Bankruptcy Court pursuant to the Approval Order) and setting forth the proposed cure amount due pursuant to section 365 of the Bankruptcy Code. The Approval Order shall provide that (a) the counterparties to the Leases or Contracts identified in any Lease/Contract Assumption Notice shall have fourteen (14) days to object to the proposed assumption and assignment, (b) if no objection to the proposed assumption and assignment of a Lease or Contract is timely received, such Lease or Contract shall, upon payment of the applicable cure payment, if any, to the applicable counterparty, automatically be deemed assumed by Merchant and sold, assigned, or otherwise transferred to the purchasers, assignees, or other transferees identified in the Lease/Contract Assumption Notice pursuant to sections 363 and 365 of the Bankruptcy Code, without further order of the Bankruptcy Court or further action by any person or entity, and (c) if an objection to the proposed assumption and assignment of a Lease or Contract is timely received, such Lease or Contract shall not be assumed or assigned until such objection is resolved by agreement of the applicable counterparty or order of the Bankruptcy Court.

(e) The designee under any Lease/Contract Assumption Notice shall be required, if requested by the applicable counterparty, to provide adequate assurance of future performance with respect to such Lease or Contract if the applicable counterparty so requests. Merchant shall have no responsibility for any cure amounts with respect to any Lease or Contract assumption and assignment.

15.2 Asset Designation Rights

(a) Upon the occurrence of the Closing, Agent shall have the exclusive right to market and sell, and/or otherwise designate the purchasers, transferees, and/or assignees of (which may in certain circumstances be Agent, any of the entities comprising Agent, any of their respective affiliates, and/or a new entity created by any of the foregoing), any or all of the Assets free and clear of all liens, claims, and encumbrances thereon (other than Permitted Encumbrances), without further order of the Bankruptcy Court (the "Asset Designation Rights"). Agent is authorized to execute, in the name of and as agent for Merchant, any and all deeds, bills of sale, and other instruments or documents necessary to effectuate the sale, transfer, or other conveyance of any of the Assets, none of which instruments or documents shall require Merchant to incur any obligations or other liabilities beyond the terms of this Agreement.

(b) Pursuant to the Approval Order, the sale or other conveyance of any Assets reflected in Asset Designation Notices filed in the Bankruptcy Cases from time to time by Agent shall be automatically effective on the date reflected in the applicable Asset Designation Notice and subject to the satisfaction of any closing conditions reflected therein, and the sale, transfer, or other conveyance of such Assets shall be free and clear of all liens, claims, and encumbrances (other than Permitted Encumbrances) without further order of the Bankruptcy Court; provided, however, that nothing in the Approval Order shall inhibit the ability of Agent to seek other or further orders of the Court in connection with the sale or other disposition of any Assets.

(c) The costs of maintaining the Assets available for marketing and sale shall constitute Expenses. All costs of effectuating assumption and assignment shall be deemed an Expense hereunder.

15.3 Agent Dropout Rights. At any time prior to the expiration of the Lease Designation Rights Termination Date or the Asset Designation Rights Termination Date (as applicable), Agent shall have the right, upon five (5) days' written notice (the "Dropout Notice Period"), which right may be exercised at any time and from time to time in Agent's sole and absolute discretion, to provide notice to Merchant (each such notice, a "Dropout Notice") of Agent's election to discontinue its efforts to market and attempt to sell, assign, transfer, license, designate the acquirer or purchaser, or otherwise dispose of any Asset (each, a "Dropout Asset" and, collectively, the "Dropout Assets"). Upon the effective date of any Dropout Notice, (i) Agent shall have no further obligation or liability with respect to the subject Dropout Asset, and (ii) Merchant shall thereafter be solely responsible for all such Dropout Asset(s) from and after the effective date of the Dropout Notice. Upon expiration of the Dropout Notice Period, all rights to the Dropout Assets shall revert to Merchant, and Merchant may dispose of such Dropout Asset in such manner as Merchant may elect, and one hundred percent (100%) of all proceeds realized upon a disposition of such Dropout Asset shall be the exclusive property of Merchant (and shall not constitute Proceeds). The delivery of a Dropout Notice shall not result in a reduction of the Purchase Price payable hereunder. Prior to the expiration of the Dropout Notice Period, the Agent, in its sole and absolute discretion, may withdraw any Dropout Notice upon written notice to Merchant. Effective upon the occurrence of the Asset Designation Rights Termination Date, and without any further act by or on behalf of the Agent (such date, the "Deemed Drop Out Date"), Agent shall be deemed to have provided Merchant with a Dropout Notice (the "Deemed Drop Out Notice") for all remaining Assets (other than Assets that were subject to a prior Asset Designation Notice, which Deemed Drop Out Notice shall be deemed effective as of the Deemed Drop Out Date).

Section 16. Miscellaneous.

16.1 Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers. Each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such Party prior to the Closing) of the Parties set forth in this Agreement or in any other Agency Document, will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms,

and if no term is specified, then for five years following the Closing, and nothing in this Section 16.1 will be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant or agreement.

16.2 Expenses. Except with respect to the expense reimbursement provided for in Section 16.19 herein, whether or not the Closing takes place, except as otherwise provided herein, all fees, costs and expenses (including fees, costs and expenses of representatives) incurred in connection with the negotiation of this Agreement, the performance of this Agreement and the other Agent Documents and the consummation of the transactions contemplated by this Agreement will be paid by the Party incurring such fees, costs and expenses.

16.3 Notices. All notices and communications provided for pursuant to this Agreement shall be in writing and sent by electronic mail and will be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail (having obtained electronic delivery confirmation thereof), if delivered by 5:00 P.M. local time of the recipient on a business day and otherwise on the following business day, (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Party:

If to Merchant:

JOANN Inc.
5555 Darrow Rd.
Hudson, Ohio 44236
Attn: Ann Aber
Email: ann.aber@joann.com

With copies (which shall not constitute notice) to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Joshua A. Sussberg, P.C. and Aparna Yenamandra, P.C.
Email: joshua.sussberg@kirkland.com; aparna.yenamandra@kirkland.com

-and-

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, Illinois 60654
Attn: Anup Sathy, P.C; Jeffrey Michalik; and Lindsey Blumenthal
Email: anup.sathy@kirkland.com; jeff.michalik@kirkland.com; and lindsey.blumenthal@kirkland.com

If to Agent:

GA Joann Retail Partnership, LLC
c/o GA Group
30870 Russell Ranch Road, Suite 250
Westlake Village, CA 91362
Attention: Scott K. Carpenter and Tim Shilling
Tel: (818) 746-9309
scarpenter@brileyfin.com; tshilling@brileyfin.com;
legal@brileyfin.com

With copies (which shall not constitute notice) to:

Lowenstein Sandler LLP
One Lowenstein Drive
Roseland, NJ 07068
Attention: Andrew Behlmann
Tel: (973) 597-2332
abehlmann@lowenstein.com

16.4 Governing Law/Exclusive Jurisdiction.

(a) Jurisdiction and Exclusive Venue. Each of the Parties irrevocably agrees that any Action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement or the negotiation, execution, or performance of this Agreement or the Transactions and any questions concerning the construction, interpretation, validity and enforceability of this Agreement (each, an “Agreement Dispute”) brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Court of Chancery of the State of Delaware (or if such court lacks jurisdiction, any other state or federal court sitting in the State of Delaware) (the “Chosen Courts”), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. Each of the Parties agrees not to commence any Agreement Dispute except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order, decree or award rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of forum non conveniens. The Parties irrevocably agree that venue would be proper in any of the Chosen Court, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of any Agreement Dispute. Each of the Parties further irrevocably and unconditionally consents to service of process in the

manner provided for notices in Section 10.3. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

(b) Governing Law; Waiver of Jury Trial. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and any Agreement Dispute will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY AGREEMENT DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY AGREEMENT DISPUTE. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH AGREEMENT DISPUTE WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY AGREEMENT DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 16.4(c).

16.5 Amendments. This Agreement may not be modified except in a written instrument executed by all of the Parties.

16.6 No Waiver. No consent or waiver by any Party, express or implied, to or of any breach or default by the other in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligation of such Party. Failure on the part of any Party to complain of any act or failure to act by the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

16.7 Currency. All reference to dollars in this Agreement and all schedules, exhibits, and ancillary documents related to this Agreement shall refer to U.S. dollars.

16.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Agent and, subject to entry and the terms of the Approval Order, Merchant and their respective successors and assigns, including, but not limited to, any chapter 11 or chapter 7 trustee; provided, however, that this Agreement may not be assigned by any of the Parties without the prior written consent of the other; provided further, however, that notwithstanding the foregoing, Agent may collaterally assign its interest in this Agreement to its lenders, but no such assignment shall relieve Agent from its obligations or liabilities under this Agreement.

16.9 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than (i) for purposes of Section 16.10, the Non-Recourse Persons, and (ii) the Parties hereto and such permitted assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

16.10 Non-Recourse. This Agreement may only be enforced against, and any Action based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as parties to this Agreement. Except to the extent named as a party to this Agreement, and then only to the extent of the specific obligations of such parties set forth in this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent or advisor of any Party (each, a “Non-Recourse Person”) will have any liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or liabilities of any of the parties to this Agreement or for any Agreement Dispute and (ii) in no event shall any Party have any shared or vicarious liability, or otherwise be the subject of legal or equitable claims, for the actions or omissions (including through equitable claims (such as unjust enrichment) not requiring proof of wrongdoing committed by the subject of such claims) of any other Person, and each of such Persons are intended third party beneficiaries of this Section 16.10 and shall be entitled to enforce this Section 16.10 as if a party directly hereto.

16.11 Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and will in no way restrict or otherwise modify any of the terms or provisions hereof.

16.12 No Right of Set-Off. Agent, on its own behalf and on behalf itself and its Affiliates and representatives and its and their respective successors and permitted assigns, hereby waives any rights of set-off, netting, offset, recoupment or similar rights that any of them has or may have with respect to the payment of the Debt Payoff or Wind-Down Payments or any other payments to be made by Agent pursuant to this Agreement or any other document or instrument delivered by Agent in connection herewith.

16.13 Fiduciary Obligations. Nothing in this Agreement, or any document related to the Transactions, will require Merchant or any of its Affiliates or any of their respective managers, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable law.

16.14 Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each such counterpart shall be deemed an original, but all such counterparts together shall constitute one and the same agreement. This Agreement, to the extent signed and delivered by means of a facsimile machine, electronic mail, or other electronic transmission in which the actual signature is evident, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party, each other

Party shall re-execute original forms hereof and deliver them to all other Parties. No Party shall raise the use of a facsimile machine, electronic mail, or other electronic transmission in which the actual signature is evident to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine, electronic mail or other electronic transmission in which the actual signature is evident as a defense to the formation of a contract and each Party forever waives such defense. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against which enforcement is sought.

16.15 Section Headings. The headings of sections of this Agreement are inserted for convenience only and shall not be considered for the purpose of determining the meaning or legal effect of any provisions hereof.

16.16 Wiring of Funds. All amounts required to be paid under any provision of this Agreement shall be made by wire transfer of immediately available funds no later as 2:00 p.m. (Eastern Time) on the date that such payment is due, so long as all information necessary to complete the wire transfer has been received by the payor by 10:00 a.m. (Eastern Time) on the date that such payment is due. In the event that the date on which any such payment is due is not a business day, then such payment shall be made by wire transfer on the next business day.

16.17 Nature of Remedies. No failure to exercise and no delay in exercising, on the part of Agent, any right, remedy, power, privilege or adjustment hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, privilege, or adjustment hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, privilege, or adjustment.

16.18 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby and supersedes and cancels all prior agreements, including, but not limited to, all proposals, letters of intent or representations, written or oral, with respect thereto. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

16.19 Bidding and Auction. On the first business day following the entry of the Approval Order and consummation of the transactions contemplated by this Agreement or the date on which Agent has received documentation of all of the Stalking Horse Bidder (as defined in the Bid Procedures Order)'s expenditures described in this Section 16.19, whichever is later, Agent shall pay to or for the benefit of the Stalking Horse Bidder an expense reimbursement of (x) up to \$500,000 to cover its reasonable out-of-pocket costs and expenses associated with due diligence and professionals' fees and expenses associated with, among other things, negotiating, drafting, and obtaining approval of the Stalking Horse Agreement (as defined in the Bid Procedures Order),

and (y) up to \$1,600,000 for any actual, reasonable costs incurred by the Stalking Horse Bidder to acquire signage for the Sale (together (x) and (y), the “Expense Reimbursement”).

16.20 Potential Joint Ventures. Agent shall have the right, in its sole discretion, to form a contractual joint venture with additional entities to serve as “Agent” hereunder as to this Agreement. However, GA Joann Retail Partnership, LLC shall remain liable for all liabilities and obligations of Agent hereunder.

16.21 Certain Definitions.

(a) “Action” means any action, suit, litigation, arbitration, mediation, audit, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding) or prosecution, of any kind whatsoever, whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, commenced, brought, conducted or heard by or before any governmental body.

(b) “Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management, affairs and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

(c) “Contract” means Merchant’s right, title, and interest in and to executory contracts (together with all amendments, extensions, modifications, and other material documents related thereto).

(d) “Excluded Assets” means:

(i) all documents prepared or received by Merchant or any of its affiliates or on their behalf in connection with the sale of the Assets, this Agreement or the other Agency Documents, the transactions contemplated by this Agreement, or the Bankruptcy Case, including (a) all records and reports prepared or received by Merchant or any of its Affiliates or representatives in connection with the sale of the Assets or the transactions contemplated by this Agreement, including all analyses relating to the business of Merchant or any of its Affiliates so prepared or received, (b) all bids and expressions of interest received from third parties with respect to the acquisition of any of Merchant’s or any of its Affiliates’ businesses or assets, (c) all privileged materials, documents and records of Merchant or any of its Affiliates, (d) copies of the documents, materials and data related to liabilities prior to the Closing, (e) confidentiality agreements with prospective purchasers of the Assets, and (f) any other files or records to the extent relating to any Excluded Assets or liabilities or the Bankruptcy Case;

(ii) all current and prior insurance policies or employee benefit plans of Merchant or any of its Affiliates, including for the avoidance of doubt all director and officer insurance policies, and all rights and benefits of any nature of Merchant or any of its Affiliates with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries;

(iii) all equity interests;

(iv) Merchant's claims, causes of action or other rights under this Agreement, including the Purchase Price, or any agreement, certificate, instrument, or other document executed and delivered between Merchant or its Affiliates and Agent or any of its Affiliates or designees in connection with the transactions contemplated by this Agreement, or any other agreement between Merchant or any of its Affiliates and Agent or any of its Affiliates or designees entered into on or after the date hereof;

(v) the Funded Reserve Account, as defined in the Cash Collateral Order;

(vi) all liabilities or other amounts owing from Merchant or any of its Affiliates;

(vii) all IT Systems; and

(viii) tax attributes of Merchant and its Affiliates other than those transferring to Agent by operation of applicable tax law, and, for the avoidance of doubt, other than the proceeds of any tax refunds or credits of Merchant and its Affiliates realized in cash or by reduction of a cash tax liability in lieu of cash that otherwise could have been received.

(e) "IP Rights" means all intellectual property rights throughout the world including all U.S. and foreign rights in any of the following: (a) patents, patent applications, patent disclosures and inventions (whether or not protectable under patent law), together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, and reexaminations in connection therewith; (b) trademarks, service marks, trade names (in each case, whether registered or unregistered), domain names, logos, design rights, corporate names, and registrations and applications for registration thereof and goodwill associated with any of the foregoing (collectively, "Trademarks"); (c) copyrights and copyrightable works (registered or unregistered) and registrations and applications for registration thereof; (d) computer programs (whether in source code, object code, or other form), computer software, firmware, data, databases, and rights therein, and all documentation, including user manuals and training materials, programmers' annotations, notes, and other work product used to design, plan, organize, maintain, support or develop, or related to any of the foregoing (collectively, "Software"); (e) confidential and proprietary information, trade secrets and know-how, and all other inventions, proprietary processes, formulae, models, and methodologies (collectively, together with Software, "Trade Secrets"); (f) all customer information, customer lists, and related documentation and information; and (g) all rights and remedies (including the right to sue for and recover damages) against past, present, and future infringement, misappropriation, or other violation relating to any of the foregoing.

(f) "IT Systems" means all (i) Software, computers, computer systems, servers, hardware, telecommunications and network equipment firmware, middleware, websites, databases, networks, servers, workstations, routers, hubs, switches, data communication equipment and lines, telecommunications equipment and lines, co-location facilities and equipment, and all other information technology equipment and related items of automated,

computerized or software systems, including any outsourced systems and processes and the data transmitted thereby or thereon, in each case owned, leased or licensed by Merchant or used in or relied on in connection with the business of Merchant.

(f) “Permitted Encumbrances” means (i) encumbrances for utilities and taxes not yet due and payable, or that are being contested in good faith, or the nonpayment of which is permitted or required by the Bankruptcy Code, (ii) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments that do not, individually or in the aggregate, adversely affect the operation of the Assets and, in the case of the Leases, that do not, individually or in the aggregate, adversely affect the use or occupancy of the respective leased real property, (iii) applicable zoning laws, building codes, land use restrictions and other similar restrictions imposed by law, (iv) materialmen’s, mechanics’, artisans’, shippers’, warehousemen’s or other similar common law or statutory liens incurred in the ordinary course for amounts not yet due and payable or that are being contested by appropriate proceedings, (v) real estate taxes, assessments and other governmental levies, fees or charges imposed with respect to real property which are not yet due or that are being contested in good faith, (vi) licenses granted on a non-exclusive basis, and (vi) solely prior to Closing, any encumbrances that will be removed or released by operation of the Approval Order.

(g) “Person” means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, organization, estate, governmental body or other entity or group.

(h) “Proceeds” means all proceeds (cash or otherwise, including payments from insurance on the Assets or Merchandise) of or from any of the Assets or Additional Agent Merchandise except as otherwise set forth in this Agreement and exclusive of amounts to pay Sales Taxes, including but not limited to all Proceeds arising from the sale, lease, licensing, assignment, or other disposition of any of the Assets and all service or other revenue received in the Stores.

(i) “Related Party” means each of, and in each case in its capacity as such, current: directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), subsidiaries, Affiliates, employees, financial advisors, attorneys (including any other attorneys or professionals retained by any current director or manager in his or her capacity as director or manager of an Entity), investment bankers, representatives, and other professionals and advisors.

(j) “Term Loan Ad Hoc Group Advisors” means Gibson, Dunn & Crutcher LLP, Glenn Agre Bergman & Fuentes LLP, and Morris, Nichols, Arsht & Tunnell LLP.

16.22 Rules of Interpretation. Unless otherwise expressly provided in this Agreement, the following will apply to this Agreement, the Schedules and any other certificate, instrument, agreement or other document contemplated hereby or delivered hereunder.

(a) The terms “hereof,” “herein” and “hereunder” and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement, section, clause, schedule and exhibit references contained in this Agreement are references to sections, clauses, schedules and exhibits in or to this Agreement, unless otherwise specified. All

Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(b) Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed (even if not actually followed) by the words “without limitation.” Where the context permits, the use of the term “or” will be equivalent to the use of the term “and/or.”

(c) The words “to the extent” shall mean “the degree by which” and not simply “if.”

(d) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a business day, the period in question will end on the next succeeding business day.

(e) Words denoting any gender will include all genders, including the neutral gender. Where a word is defined herein, references to the singular will include references to the plural and vice versa.

(f) The word “will” will be construed to have the same meaning and effect as the word “shall”. The words “shall,” “will,” or “agree(s)” are mandatory, and “may” is permissive.

(g) All references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(h) Any reference to any agreement or Contract will be a reference to such agreement or Contract, as amended, modified, supplemented or waived.

(i) Any reference to any particular Bankruptcy Code or Tax Code section or any Law will be interpreted to include any amendment to, revision of or successor to that section or Law regardless of how it is numbered or classified; provided that, for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Bankruptcy Code or Tax Code section or Law, the reference to such Bankruptcy Code or Tax Code section or Law means such Bankruptcy Code or Tax Code section or Law as in effect at the time of such violation or noncompliance or alleged violation or non-compliance.

(j) A reference to any Party to this Agreement or any other agreement or document shall include such Party’s successors and assigns, but only if such successors and assigns are not prohibited by this Agreement.

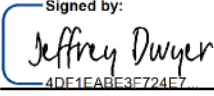
(k) A reference to a Person in a particular capacity excludes such Person in any other capacity or individually.

[signature pages follow]

IN WITNESS WHEREOF, each Party hereby executes this Agreement by their respective duly authorized representatives as a sealed instrument as of the day and year first written above.

Merchant:

JOANN INC.

By:  Signed by:
4DF1EABE3E724E7...

Name: Jeff Dwyer

Title: Interim Chief Financial Officer

Agent:

GA JOANN RETAIL PARTNERSHIP, LLC

By: Scott Carpenter

Name: Scott K. Carpenter

Title: CEO

Term Agent:

WILMINGTON SAVINGS FUND SOCIETY, FSB

By: 
Name: Craig Cramer
Title: Trust Officer

List of Exhibits

Exhibit 1(a)(1)	Stores
Exhibit 1(a)(2)	Distribution Centers
Exhibit 2(b)(iv)	Form of Asset Designation Notice
Exhibit 3.1(b)	Wind-Down Budget
Exhibit 3.1 (c)	Central Services Budget
Exhibit 3.1(e)	Term Loan Ad Hoc Group Direction Letter
Exhibit 8.1	Sale Guidelines
Exhibit 11.2(m)	Promotional Calendar

Annex 1

JOANN INC.
Creative Tech Solutions LLC
Creativebug, LLC
Dittopatterns LLC
JAS Aviation, LLC
JOANN Ditto Holdings Inc.
JOANN Holdings 1, LLC
JOANN Holdings 2, LLC
Jo-Ann Stores, LLC
Jo-Ann Stores Support Center, Inc.
joann.com, LLC
Needle Holdings, LLC
WeaveUp, Inc.

Exhibit 1(a)(1)

Stores

**Joann
Store List
Exhibit 1 (a) (1)**

Str	Name/Mall	Address	City	ST	Zip	Selling S.F.
102	Seven Corners Center	6320 Seven Corners Ctr	Falls Church	VA	22044	13,824
106	Diamond Square S/C	2A Bureau Dr	Gaithersburg	MD	20878	15,000
107	Middleton Market Place	232A South Main St	Middleton	MA	01949	18,500
112	Tamal Vista Blvd.	245 Tamal Vista Blvd	Corte Madera	CA	94925	12,450
123	Beltway Plaza Mall	6200 Greenbelt Rd	Greenbelt	MD	20770	14,000
132	Hooksett Village Shops	1328 Hooksett Rd	Hooksett	NH	03106	12,500
135	Flagler Park Plaza	8257 W Flagler St	Miami	FL	33144	12,016
138	Rivercrest Centre	4917 Cal Sag Rd	Crestwood	IL	60445	14,000
140	Danada Square West S/C	36 Danada Sq W	Wheaton	IL	60189	12,629
145	Macarthur Towne Center	2570 Macarthur Rd Ste 12	Whitehall	PA	18052	31,000
153	Salisbury Plaza	580 Old Country Rd	Westbury	NY	11590	15,574
154	Industrial Drive	3620 Industrial Dr	Santa Rosa	CA	95403	15,000
168	Creekside Plaza	1830 E Parks Hwy Ste A122	Wasilla	AK	99654	12,243
171	Darrow Road	5381 Darrow Rd	Hudson	OH	44236	46,700
172	Town & Country S/C	1015 S Broadway	Minot	ND	58701	11,981
173	Merchants Crossing S/C	15201 N Cleveland Ave Ste 400	Fort Myers	FL	33903	16,000
176	Oak Valley Center	2897 Oak Valley Dr	Ann Arbor	MI	48103	12,750
177	Dartmouth Town Ctr	454 State Rd	North Dartmouth	MA	02747	12,000
181	Parkview Plaza	838 Plaza Blvd	Lancaster	PA	17601	17,014
206	Queensbury Plaza	756 Upper Glen St Ste 15	Queensbury	NY	12804	15,260
221	Great Southern S/C	1155 Washington Pike	Bridgeville	PA	15017	22,461
224	Pullman Square	160 Pullman Sq	Butler	PA	16001	16,905
227	Lima Center	2720 Elida Rd	Lima	OH	45805	16,608
236	Suburban Plaza	505 Benner Pike	State College	PA	16801	16,960
245	Annapolis Plaza	150 Jennifer Rd Ste C	Annapolis	MD	21401	10,562
257	Great South Bay S/C	735 W Montauk Hwy	West Babylon	NY	11704	18,469
266	Newington Park	2064 Woodbury Ave Ste 302	Newington	NH	03801	22,500
279	Southland Plaza	2576 S Main St	Adrian	MI	49221	12,103
284	St Clair Plaza	15765 State Route 170 Ste 1	East Liverpool	OH	43920	12,000
289	Green Mountain S/C	308 Us Route 7 S	Rutland Town	VT	05701	16,800
292	Dalton Ave Plaza	457 Dalton Ave	Pittsfield	MA	01201	12,000
294	Northwest Plaza	1910 N Saginaw Rd	Midland	MI	48640	15,000
301	Chautauqua Mall	318 E Fairmount Ave Rm 106	Lakewood	NY	14750	11,612
305	Felch Street Plaza	12635 Felch St Ste 60	Holland	MI	49424	15,194
306	Grosse Pointe Farms	18850 Mack Ave	Grosse Pointe	MI	48236	17,000
308	Springfield Plaza S/C	1608J Upper Valley Pike Ste C9	Springfield	OH	45504	12,800
309	Potter Village	1212 Oak Harbor Rd	Fremont	OH	43420	13,120
312	North Lakeland Plaza	4241 Us Highway 98 N	Lakeland	FL	33809	19,100
319	East Town Plaza	2021 Zeier Rd	Madison	WI	53704	20,000
324	Silver Nail S/C	2020 Silvernail Rd	Pewaukee	WI	53072	10,462
328	Five Points Mall	1129 N Baldwin Ave Ste 32	Marion	IN	46952	11,160
329	Topsham Fair Mall	49 Topsham Fair Mall Rd Ste 17	Topsham	ME	04086	17,900
333	Lakewood Plaza	4387 Commercial Way	Spring Hill	FL	34606	14,000
348	Bear Point Plaza	2686 Us Highway 23 S	Alpena	MI	49707	13,000
351	Twenty-Fourth Avenue	4405 24Th Ave	Fort Gratiot	MI	48059	20,000
354	Kent Hill Plaza	25810 104Th Ave Se	Kent	WA	98030	18,067
358	Riverside Plaza	162 Clinton St # 2	Cortland	NY	13045	14,132
363	Memorial Bridge Plaza	2311 Ohio Ave Unit C	Parkersburg	WV	26101	14,000
372	South Park Plaza	18921 Park Avenue Plz	Meadville	PA	16335	18,000
378	Hollywood City Center	282 S Hollywood Blvd	Steubenville	OH	43952	15,800
379	Reynolds Plaza	2559 S Reynolds Rd	Toledo	OH	43614	17,193
384	Zane Plaza	1080 N Bridge St	Chillicothe	OH	45601	10,032
387	Dubois Mall	5456 Shaffer Rd	Du Bois	PA	15801	18,000
395	Westminster S/C	20 Englar Rd	Westminster	MD	21157	14,000
403	Hanover Commons	1302 Washington St	Hanover	MA	02339	13,280
408	Worcester Road	244 Worcester Rd	Natick	MA	01760	20,300
410	Jfk Mall	180 Jfk Plz	Waterville	ME	04901	12,500
414	East Bay Plaza	724 Munson Ave	Traverse City	MI	49686	22,606

**Joann
Store List
Exhibit 1 (a) (1)**

Str	Name/Mall	Address	City	ST	Zip	Selling S.F.
417	Tri-County Plaza	1500 Canton Rd	Akron	OH	44312	13,600
418	Milford Plaza	91 Medway Rd Ste#3	Milford	MA	01757	23,250
429	Pine Tree S/C	1064 Brighton Ave	Portland	ME	04102	21,025
431	Patuxent Crossing	22576 Macarthur Blvd Ste 300	California	MD	20619	14,058
455	Niagara Square	2429 Military Rd	Niagara Falls	NY	14304	13,001
461	The Shoppes at Dove Creek	4908 State Hwy 30 Ste#8	Amsterdam	NY	12010	14,000
472	Westford Valley Mkt	174 Littleton Rd	Westford	MA	01886	11,620
473	Bonaventure Plaza	1635 Plymouth Rd	Minnetonka	MN	55305	18,000
477	Shaw'S Plaza	300 New State Hwy	Raynham	MA	02767	15,775
480	South End S/C	1109 Maryland Ave	Hagerstown	MD	21740	17,344
485	Summit Town Center	7200 Peach St Unit 150	Erie	PA	16509	15,000
492	Majestic Square	2950 Center Ave	Essexville	MI	48732	14,672
495	Lincoln Way East S/C	1678 Lincoln Way E # 7	Chambersburg	PA	17201	12,432
498	Toy'S R'Us Plaza	6151 S Westnedge Ave	Portage	MI	49002	20,016
503	Quincy Mall	425 N 32Nd St	Quincy	IL	62301	15,193
506	Lafayette Center	448 Pike St	Marietta	OH	45750	9,000
507	West Side Mall	150 W Side Mall Ste 150	Edwardsville	PA	18704	24,000
511	Millwood Pike	1092 Millwood Pike	Winchester	VA	22602	13,440
516	Plaza 41 (Former Holz Haus)	2725 West 41St Street	Sioux Falls	SD	57105	21,110
518	Division Street Plaza	3332 W Division St	Saint Cloud	MN	56301	20,600
521	University Plaza S/C	1332 E Main St	Carbondale	IL	62901	12,004
523	Edgewood Plaza	1216 N Memorial Dr	Lancaster	OH	43130	15,000
525	Northwest Plaza	1625 W Mcgalliard Rd	Muncie	IN	47304	18,000
526	Commerce Square	45 Hinesburg Rd	South Burlington	VT	05403	19,560
527	Eagle Center	1920 N Henderson St	Galesburg	IL	61401	14,040
539	New Towne Centre	44740 Ford Rd	Canton	MI	48187	35,303
545	Festival At Hamilton S/C	3926 Festival At Hamilton	Mays Landing	NJ	08330	11,910
551	Mercer On One	3371 Brunswick Ave	Lawrenceville	NJ	08648	18,115
557	Soldotna Plaza	35535 Kenai Spur Hwy	Soldotna	AK	99669	12,525
566	Lake Park S/C	4333 Franklin St	Michigan City	IN	46360	15,000
569	Fletcher Square	9 Fletcher Sq	Dunbar	WV	25064	17,211
573	Wal-Mart Plaza	3527 E Main St	Richmond	IN	47374	13,600
583	JOANN Fabrics Plaza	10875 Caribbean Blvd	Miami	FL	33189	19,557
593	Shrewsbury Plaza	1026 Broad St	Shrewsbury	NJ	07702	15,000
603	Beavercreek Towne Centre	2850 Centre Dr Ste G	Fairborn	OH	45324	19,800
605	Portal Plaza	19765 Stevens Creek Blvd	Cupertino	CA	95014	17,614
607	Whitehall Plaza	3483 W 3Rd St	Bloomington	IN	47404	28,365
608	Shiloh Springs Plaza	5001 Salem Ave	Dayton	OH	45426	18,172
615	Norriton Square S/C	45 E Germantown Pike	Norristown	PA	19401	12,250
630	Centre At Dover	283 N Dupont Hwy Ste F	Dover	DE	19901	11,602
631	Wegmans Plaza	2157 Penfield Rd	Penfield	NY	14526	15,675
633	Mcminnville Town Ctr	1401 N Highway 99W	Mcminnville	OR	97128	12,000
640	Lavala Plaza S/C	1313 National Hwy	Lavale	MD	21502	9,000
644	Cedar Crest Sq S/C	1860 Quentin Rd	Lebanon	PA	17042	14,000
645	Kingston Plaza	1385 Ulster Ave	Kingston	NY	12401	14,678
653	Columbia Junction Mall	2781 32Nd Ave S	Grand Forks	ND	58201	12,000
665	Wilshire Plaza	5612 Grape Rd	Mishawaka	IN	46545	21,690
683	Tri-County Plaza	360 Tri County Ln	Belle Vernon	PA	15012	10,560
690	Madison Place S/C	32065 John R Rd	Madison Heights	MI	48071	35,861
692	Regency Mall	1570 Oakland Ave	Indiana	PA	15701	14,965
697	Irongate Mall	990 W 41St St Ste 2	Hibbing	MN	55746	15,750
701	Clinton Commons S/C	274 E Main St	Clinton	CT	06413	10,000
728	Rivers Edge Mall	401 Bernard St	Watertown	WI	53094	11,300
730	South El Camino Real	1948 S El Camino Real	San Mateo	CA	94403	14,008
733	Bloomfield Village Sq	4107 Telegraph Rd	Bloomfield Hills	MI	48302	28,000
736	Capitol Plaza	1802 Thomasville Rd	Tallahassee	FL	32303	18,765
753	Lapeer S/C	1865 W Genesee St	Lapeer	MI	48446	12,650
772	Village Market Place	365 E Burleigh Blvd	Tavares	FL	32778	20,306

**Joann
Store List
Exhibit 1 (a) (1)**

Str	Name/Mall	Address	City	ST	Zip	Selling S.F.
777	Middlesex Commons	43 Middlesex Tpke	Burlington	MA	01803	15,000
783	Tieton Village S/C	3702 Tieton Dr	Yakima	WA	98902	22,500
784	Five Mile S/C	1840 W Francis Ave	Spokane	WA	99205	28,000
789	Cascade Plaza	7601 Evergreen Way	Everett	WA	98203	19,284
791	Holiday Village	1900 Brooks St	Missoula	MT	59801	24,265
792	Bi-Mart Plaza	2248 Santiam Hwy Se	Albany	OR	97322	13,500
793	Northeast Sunset Blvd.	2823 Ne Sunset Blvd	Renton	WA	98056	15,804
794	High Point S/C	1029 Bethel Ave	Port Orchard	WA	98366	12,648
796	Federal Way Plaza	3275 S Federal Way	Boise	ID	83705	16,000
800	Mohawk Market Place	2122 Marcola Rd	Springfield	OR	97477	14,040
802	Port Angeles Plaza	150 Port Angeles Plz	Port Angeles	WA	98362	14,300
805	Aurora Ave North	15236 Aurora Ave N	Shoreline	WA	98133	22,880
810	Gateway Square	470 Bridge St	Clarkston	WA	99403	17,089
812	Harris Street	510 Harris St	Eureka	CA	95503	15,990
814	Christmas Tree Promenade	665 Iyannough Rd	Hyannis	MA	02601	17,645
816	Mariner Plaza	224B Eglin Pkwy Ne	Fort Walton Beach	FL	32547	15,750
820	Warrenton Center	251 W Lee Hwy Ste 659	Warrenton	VA	20186	12,000
822	K-Mart Plaza	228 W Main St Ste 12	Malone	NY	12953	10,408
824	Seacoast S/C	270 Lafayette Rd Unit 8	Seabrook	NH	03874	12,000
826	Big Y Plaza	433 Center St Ste B	Ludlow	MA	01056	15,228
830	Belknap Mall S/C	12 Old State Rd	Belmont	NH	03220	16,395
850	Vacaville Commons	2051 Harbison Dr	Vacaville	CA	95687	15,052
856	Butte Plaza Mall	3100 Harrison Ave	Butte	MT	59701	9,000
858	Treble Cove Plaza	199 Boston Rd	North Billerica	MA	01862	12,754
862	Packard Plaza	5656 S Packard Ave	Cudahy	WI	53110	14,310
863	Hutchinson Mall	1060 Highway 15	Hutchinson	MN	55350	13,060
866	Park Plaza	789 Hebron Rd	Heath	OH	43056	15,200
870	Miracle Village S/C	4069 Nw Logan Rd	Lincoln City	OR	97367	18,500
871	Peninsula Boardwalk	308 Walnut St	Redwood City	CA	94063	16,336
873	Stillwater Avenue	710 Stillwater Ave	Bangor	ME	04401	23,400
875	Auburn Plaza	732 Center St	Auburn	ME	04210	12,189
889	Pilgrim Place S/C	1406 Pilgrim Lane	Plymouth	IN	46563	10,048
898	Dunning Farms S/C	88 Dunning Rd Ste 23	Middletown	NY	10940	16,000
899	Vincennes Plaza	630 Niblack Blvd # 6	Vincennes	IN	47591	16,750
902	Shops At Avenue O	1522 3Rd St Sw	Winter Haven	FL	33880	12,375
904	Capitol S/C	80 Storrs St Ste 5	Concord	NH	03301	18,872
915	Cascade Square	1324 W 6Th St	The Dalles	OR	97058	12,000
920	Skypark Plaza	2485 Notre Dame Blvd Ste 310	Chico	CA	95928	20,664
944	Miami Valley Crossing	1256 E Ash St	Piqua	OH	45356	27,500
957	Four Flaggs S/C	8245 W Golf Rd	Niles	IL	60714	16,985
968	The Greenery	7706 N Kendall Dr	Miami	FL	33156	18,490
970	Southland Four Seasons	513 Clairton Blvd	Pittsburgh	PA	15236	18,960
975	Springfield S/C	594 N Lexington Springmill Rd	Mansfield	OH	44906	35,000
976	Hamden Mart S/C	2300 Dixwell Ave	Hamden	CT	06514	25,494
995	Angola Plaza	2010 N Wayne St Ste G	Angola	IN	46703	7,500
998	The Landings	4934 S Tamiami Trl	Sarasota	FL	34231	20,411
1001	Shops At Soncy	3220 S Soncy Rd	Amarillo	TX	79124	30,000
1011	Fletcher Hills Town & Country	2756 Fletcher Pkwy	El Cajon	CA	92020	27,384
1014	Ming Retail Center	3010 Ming Ave	Bakersfield	CA	93304	20,284
1021	Savannah Centre	7400 Abercorn St	Savannah	GA	31406	15,650
1023	Pompano Marketplace	1131 S Federal Hwy	Pompano Beach	FL	33062	20,200
1032	Staples Crossing S/C	5625 S Padre Island Dr # B	Corpus Christi	TX	78412	26,700
1044	Hollywood Blvd	4700 Hollywood Blvd	Hollywood	FL	33021	19,880
1046	Central Mall	2259 S 9Th St Ste 38	Salina	KS	67401	16,159
1073	Pleasant Valley S/C	3415 Pleasant Valley Blvd, Ste 78	Altoona	PA	16602	14,220
1074	Centrum At Crossroads	2420 Walnut St	Cary	NC	27518	24,975
1078	Oakcreek Village S/C	4600 Chapel Hill Blvd Ste 8	Durham	NC	27707	16,051
1089	Tops Plaza	2503B W State Street	Olean	NY	14760	17,855

**Joann
Store List
Exhibit 1 (a) (1)**

Str	Name/Mall	Address	City	ST	Zip	Selling S.F.
1094	DW Center	14346 Warwick Blvd Ste 480	Newport News	VA	23602	15,300
1095	Southwest Commons	8601 W Cross Dr Unit Sm	Littleton	CO	80123	25,650
1096	Nugget Mall	8745 Glacier Hwy	Juneau	AK	99801	22,176
1098	Cross Creek Plaza	1800 Skibo Rd	Fayetteville	NC	28303	20,905
1102	Dowlen Town Center	4035 N Dowlen Road	Beaumont	TX	77706	22,033
1103	South York Crossing	2136 S Queen St	York	PA	17403	16,316
1106	Colonia Plaza	1272 State Rt 27	Colonia	NJ	07067	15,700
1107	Venice Village	4143 Tamiami Trl S Bay 20	Venice	FL	34293	10,080
1126	Fountain S/C	1200 Charleston Hwy	West Columbia	SC	29169	15,000
1131	West Shore Plaza	1200 Market St	Lemoyne	PA	17043	20,125
1149	Sagamore @ 26 Shopping C	311 Sagamore Pkwy N	Lafayette	IN	47904	18,728
1152	Los Coyotes Centers	3588 Palo Verde Ave	Long Beach	CA	90808	12,000
1185	Gateway S/C	153 E Swedesford Rd	Wayne	PA	19087	12,000
1223	Conejo Valley Plaza	1516 N Moorpark Rd	Thousand Oaks	CA	91360	30,000
1227	East Mockingbird Lane	6330 E Mockingbird Ln	Dallas	TX	75214	17,959
1244	Shady Oaks Shopping Cente	2405 Sw 27Th Ave	Ocala	FL	34471	25,304
1268	Tejas Center	725 E Villa Maria Rd Ste 4100	Bryan	TX	77802	15,140
1270	Riverdale Plaza	1076 W Mercury Blvd	Hampton	VA	23666	14,000
1288	La Verne Plaza	2086 Foothill Blvd Ste A	La Verne	CA	91750	11,350
1291	Village At Collin Creek	700 Alma Dr	Plano	TX	75075	25,014
1305	Buckhorn Plaza	6136 E Main St	Mesa	AZ	85205	9,967
1309	Pan America Plaza	1711 E University Ave	Las Cruces	NM	88001	9,550
1333	Home Depot Plaza	10057 Us Highway 19	Port Richey	FL	34668	35,000
1402	Copperfield Crossing	15520 Fm 529 Rd	Houston	TX	77095	14,500
1404	Santa Fe Square	965 S Gilbert Rd	Mesa	AZ	85204	21,638
1433	Willowchase Center	12918 Willow Chase Dr	Houston	TX	77070	20,918
1440	Country Side Center	2250 Griffin Way	Corona	CA	92879	20,540
1447	Towne House Plaza	9901 Adams Ave	Huntington Bear	CA	92646	19,000
1452	Riverwalk Shopping Plaza	1632 S Federal Hwy	Boynton Beach	FL	33435	14,938
1464	Camino Town & Country S/C	2227 S El Camino Real Ste C	Oceanside	CA	92054	17,262
1471	University Centre	352 S College Rd Ste 24	Wilmington	NC	28403	14,000
1478	The Falls Centre	4412 Falls Of Neuse Rd Ste 101	Raleigh	NC	27609	18,250
1488	Rockridge Plaza	5217 82Nd St Unit 123	Lubbock	TX	79424	15,595
1495	Hillcrest Plaza	603 N Belt Hwy	Saint Joseph	MO	64506	14,350
1511	The Shoppes On Market	4644 W Market St	Greensboro	NC	27407	19,175
1524	Cottonwood West Shopping	10131 Coors Blvd Nw Ste D3	Albuquerque	NM	87114	16,000
1549	Douglas Corners S/C	9439 Highway 5	Douglasville	GA	30135	24,000
1568	Arden Square	3130 Arden Way	Sacramento	CA	95825	19,500
1577	Capital Mall	3600 Country Club Dr Spc 408	Jefferson City	MO	65109	17,043
1579	Norridge Marketplace	4514 N Harlem Ave	Norridge	IL	60706	14,558
1583	Columbus Park Crossing	5555 Whittlesey Blvd Ste 2900	Columbus	GA	31909	21,000
1585	Rib Mountain Drive	3300 Rib Mountain Dr	Wausau	WI	54401	23,000
1586	Southland S/C	6901 Pearl Rd	Middleburg Heights	OH	44130	29,887
1588	Quakertown Plaza	1465 W Broad St Ste 20	Quakertown	PA	18951	22,888
1589	Countryside Plaza	20 Countryside Plaza	Countryside	IL	60525	26,653
1590	Courtland Center	4190 E Court St Ste 101	Burton	MI	48509	26,000
1591	Sw 4Th Ave	2255 Sw 4Th Ave	Ontario	OR	97914	25,600
1592	Medina Grande Shoppes	5005 Grande Blvd	Medina	OH	44256	24,126
1594	Bear Creek Plaza	1608 Anderson Rd	Petoskey	MI	49770	20,026
1595	Volusia Plaza	2400 W International Spdwy Blvd	Daytona Beach	FL	32114	22,352
1596	Margate Shopping Center	3340 Nw 62Nd Ave	Margate	FL	33063	21,441
1598	Village Crossroads	540 N Us Hwy 441	Lady Lake	FL	32159	21,600
1602	Village Square	19 Clifton Country Rd	Clifton Park	NY	12065	10,500
1603	Poughkeepsie Plaza Mall	2600 South Rd	Poughkeepsie	NY	12601	11,370
1604	New Hartford S/C	120 Genesee St	New Hartford	NY	13413	25,000
1607	Ames S/C	117 Salem Tpke	Norwich	CT	06360	14,006
1609	Hampshire Mall	367 Russell St Ste A06	Hadley	MA	01035	15,000
1610	Village Mall	436 Broadway	Methuen	MA	01844	14,600

**Joann
Store List
Exhibit 1 (a) (1)**

Str	Name/Mall	Address	City	ST	Zip	Selling S.F.
1611	Old Shrewsbury Village	1000 Boston Tpke	Shrewsbury	MA	01545	20,000
1614	Target Plaza	200 S Main St Rt 12A	West Lebanon	NH	03784	15,573
1621	Village Crossing	10400 Reading Rd	Evendale	OH	45241	17,138
1626	Montgomery Commons S/C	1200 Welsh Rd	North Wales	PA	19454	9,812
1637	Metro S/C	4700 N University St	Peoria	IL	61614	20,200
1645	Village S/C	902 W Kimberly Rd Ste 41	Davenport	IA	52806	25,200
1649	Primrose Market Place	3370 S Glenstone Ave	Springfield	MO	65804	16,000
1650	Lincoln Center	632 Lincoln Way	Ames	IA	50010	12,000
1666	Paul Bunyan Mall	1401 Paul Bunyan Dr Nw Ste 60	Bemidji	MN	56601	14,766
1668	Plaza Princessa S/C	3140 Cerrillos Rd Ste B	Santa Fe	NM	87507	12,000
1669	Wyoming Blvd Northeast	2240 Wyoming Blvd Ne	Albuquerque	NM	87112	24,000
1672	Aurora City Square	13861 E Exposition Ave	Aurora	CO	80012	15,500
1674	Arapahoe Village S/C	2440 Arapahoe Ave	Boulder	CO	80302	17,258
1683	Karcher Mall	1509 Caldwell Blvd	Nampa	ID	83651	21,120
1687	North Wilber Avenue	481 N Wilbur Ave	Walla Walla	WA	99362	15,000
1692	American Plaza	840 Blue Lakes Blvd N	Twin Falls	ID	83301	11,985
1695	Gallatin Valley Mall	2825 W Main St Unit S	Bozeman	MT	59718	20,020
1696	Shopko Plaza	3131 N Montana Ave	Helena	MT	59602	12,000
1697	Brookstone Square	2165 Hwy 2 East Suite E	Kalispell	MT	59901	18,000
1700	Valley Mall Parkway	300 Valley Mall Pkwy	East Wenatchee	WA	98802	12,000
1701	East 29Th Avenue	2801 E 29Th Ave	Spokane	WA	99223	21,647
1711	Nw 57Th Street	2217 Nw 57Th St	Seattle	WA	98107	14,000
1725	Sunset Square	1125 E Sunset Dr Ste 125	Bellingham	WA	98226	28,000
1731	Pony Village Mall	1611 Virginia Ave	North Bend	OR	97459	17,522
1739	Poplar Drive	2350 Poplar Dr	Medford	OR	97504	19,980
1742	Molalla Avenue	1842 Molalla Ave	Oregon City	OR	97045	20,000
1752	South Main Street	190 S Main St	Logan	UT	84321	20,839
1756	The Family Center At Orem	172 E University Pkwy	Orem	UT	84058	27,873
1763	Expressway Mall	425 Rohnert Park Expy W	Rohnert Park	CA	94928	20,000
1769	Carson Mall	1344 S Stewart St	Carson City	NV	89701	10,240
1771	Westgate S/C	375 W Main St Ste E	Woodland	CA	95695	12,024
1774	Peckham Square	3750 Kietzke Ln	Reno	NV	89502	24,700
1782	Standiford Avenue	200 Standiford Ave	Modesto	CA	95350	19,400
1787	Tennant Station S/C	225 Tennant Sta	Morgan Hill	CA	95037	14,720
1798	Costco Plaza	2115 W Commonwealth Ave	Alhambra	CA	91803	13,472
1803	Foothill Blvd.	2160 Foothill Blvd	La Canada	CA	91011	8,400
1809	Shopping At The Rose	2351 N Rose Ave	Oxnard	CA	93036	15,000
1818	Santa Susana Plaza	2242 Tapo St	Simi Valley	CA	93063	22,869
1831	South Riordan Ranch Road	1514 S Riordan Ranch St	Flagstaff	AZ	86001	17,520
1843	Poway Center	12313 Poway Rd	Poway	CA	92064	20,250
1845	Point Loma Plaza	3633 Midway Dr	San Diego	CA	92110	14,950
1858	Marketplace At Northglenn	341 W 104Th Ave # 3	Northglenn	CO	80234	21,916
1859	Village At The Boulder	1260 Gail Gardner Way	Prescott	AZ	86305	22,400
1861	Market Square at Tampa Palms	6234 Commerce Palms Blvd	Tampa	FL	33647	21,600
1862	Shoppes at Isla Verde	940 S State Road 7	Wellington	FL	33414	21,600
1863	Kokomo Shopping Center	2130 E Markland Ave	Kokomo	IN	46901	20,700
1864	Kandi Mall	1605 1St St S	Willmar	MN	56201	17,519
1865	TJ Maxx Plaza	4340 13Th Ave S Ste 101	Fargo	ND	58103	19,952
1866	Oak Pointe Plaza	4045 Commonwealth Ave	Eau Claire	WI	54701	23,028
1867	Twin City S/C	700 Ocean Beach Hwy Ste 100	Longview	WA	98632	19,457
1868	Southern Tier Crossing	1530 County Route 64	Horseheads	NY	14845	20,331
1869	Indian Hills Plaza	4208 E. Bluegrass Rd Ste A	Mount Pleasant	MI	48858	21,060
1872	Market Pointe I	15110 E. Indiana Ave	Spokane Valley	WA	99216	23,452
1873	Former Warehouse Music	5255 Lakewood Blvd	Lakewood	CA	90712	14,850
1874	Southaven Town Center	6535 Towne Center Crossing	Southaven	MS	38671	18,243
1875	Fairfax Towne Center	12124 Fairfax Towne Center	Fairfax	VA	22033	23,000
1876	Crossroads of Roseville	1649 W. County Rd B2	Roseville	MN	55113	23,023
1877	Stadium Center	2210 Daniels St	Manteca	CA	95337	20,807

**Joann
Store List
Exhibit 1 (a) (1)**

Str	Name/Mall	Address	City	ST	Zip	Selling S.F.
1878	Safeway SC	4950 Almaden Expy Ste 10	San Jose	CA	95118	23,563
1879	Mall at Whitney Field	100 Commercial Rd Space H	Leominster	MA	01453	18,304
1886	Bay Plaza S/C	1410 E Plaza Blvd Ste A	National City	CA	91950	13,300
1891	Shoppes at River Crossing	5080 Riverside Dr Ste 1300	Macon	GA	31210	20,331
1892	Westgate Mall	14136 Baxter Drive Suite 120	Brainerd	MN	56401	15,945
1893	Towne Centre	1923 Old Fort Pkwy	Murfreesboro	TN	37129	20,010
1894	Spring Creek Centre	3835 North Mall Ave	Fayetteville	AR	72703	19,284
1900	Belden Parke Crossing	5487 Dressler Rd Nw	North Canton	OH	44720	46,042
1901	Saginaw Square	2920 Tittabawassee Rd	Saginaw	MI	48604	31,000
1902	Tamarack Village	8208 Tamarack Vlg	Woodbury	MN	55125	45,215
1903	Best In The West S/C	2160 N Rainbow Blvd	Las Vegas	NV	89108	46,140
1905	Cool Springs Market	2000 Mallory Ln Ste 270	Franklin	TN	37067	43,000
1906	Columbia Crossing	6161 Columbia Crossing Dr	Columbia	MD	21045	45,218
1907	Erie Commons	8000 Plaza Blvd	Mentor	OH	44060	35,984
1908	Colonial Landing	3562 E Colonial Dr	Orlando	FL	32803	37,308
1910	Castle Glen Plaza	8714 Castle Creek Parkway East Dr	Indianapolis	IN	46250	35,264
1912	Tollgate Plaza	615 Bel Air Rd Ste F	Bel Air	MD	21014	46,000
1913	North Valley S/C	8195 W Bell Rd Ste M-3	Peoria	AZ	85382	40,734
1915	Brantley Square	924 W State Road 436 Ste 1450	Altamonte Sprin	FL	32714	50,228
1917	Ahwatuckee Foothills Towne	5021 E Ray Rd	Phoenix	AZ	85044	46,535
1918	Bolger Square	3810 Crackerneck Rd	Independence	MO	64055	46,350
1919	Del Amo Fashion Center	21800 Hawthorne Blvd Ste 100	Torrance	CA	90503	50,000
1920	Commons At Temecula	40462 Winchester Rd	Temecula	CA	92591	35,150
1921	Pleasant Hill Square	2255 Pleasant Hill Rd Ste 200	Duluth	GA	30096	26,000
1922	South Plaza	4610 S Cleveland Ave	Fort Myers	FL	33907	45,000
1923	Great Northern S/C	26337 Brookpark Rd	North Olmsted	OH	44070	45,161
1924	Plaza At Buckland Hills	1440 Pleasant Valley Rd	Manchester	CT	06042	45,900
1925	Argyle S/C	6001 Argyle Forest Blvd Ste 11	Jacksonville	FL	32244	48,945
1926	Overland Park S/C	11401 Metcalf Ave	Overland Park	KS	66210	42,810
1927	Shelby Town Center	14367 Hall Rd	Shelby Townshi	MI	48315	31,941
1928	Polaris Towne Centre	1265 Polaris Pkwy	Columbus	OH	43240	45,650
1929	Northway Mall	1440 Central Ave Ste 2	Albany	NY	12205	45,491
1930	Burlington Plaza	1551 Niagara Falls Blvd	Amherst	NY	14228	38,668
1932	McKinley Milestrip Plaza	3540 McKinley Pkwy	Blasdell	NY	14219	48,592
1933	West Oaks II	43570 W Oaks Dr # B-3	Novi	MI	48377	49,675
1935	Arbor Lakes S/C	12550 Elm Creek Blvd N	Maple Grove	MN	55369	46,000
1940	Freestanding (Former Circuit	20550 E. 13 Mile Road	Roseville	MI	48066	32,863
1941	Riverdale Village	12779 Riverdale Blvd Nw	Coon Rapids	MN	55448	45,850
1942	Berlin Turnpike	3105 Berlin Tpke	Newington	CT	06111	39,239
1943	Southtown Plaza	3333 W Henrietta Rd Ste 90	Rochester	NY	14623	45,460
1944	Pavilions Centre	31523 Pacific Hwy S	Federal Way	WA	98003	43,506
1947	The Festival At Sawmill	2747 Festival Ln	Dublin	OH	43017	48,737
1948	The Crossings At Taylor	23877 Eureka Rd	Taylor	MI	48180	45,000
1949	JOANN / Petsmart Plaza	3042 Ridge Rd W	Rochester	NY	14626	25,000
1950	Southcenter Parkway	17501 Southcenter Pkwy	Tukwila	WA	98188	43,056
1951	Frederick County S/C	1003-C West Patrick St.	Frederick	MD	21702	39,063
1952	Apple Valley Square	7614 150Th St W	Apple Valley	MN	55124	45,384
1954	Porter Ranch Town Center	19819 Rinaldi St	Northridge	CA	91326	45,000
1958	Plaza At Citrus Park	12635 Citrus Plaza Dr	Tampa	FL	33625	45,965
1959	Lake Brandon Plaza S/C	11215 Causeway Blvd	Brandon	FL	33511	41,947
1960	North Point Commons	965 N Point Dr	Alpharetta	GA	30022	38,418
1962	The Auburn Mile	600 Brown Rd	Auburn Hills	MI	48326	44,015
1965	Desert Ridge Market Place	21001 N Tatum Blvd	Phoenix	AZ	85050	45,000
1966	Avon Town Square	10401 E Us Highway 36	Avon	IN	46123	28,000
2001	Easton Square	3880 Morse Rd	Columbus	OH	43219	51,950
2003	Brighton Mall	8449 W Grand River Ave	Brighton	MI	48116	36,280
2004	Valley View Center S/C	3737 Carpenter Rd	Ypsilanti	MI	48197	45,000
2005	Presidential Commons	1630 Scenic Hwy N Ste O	Snellville	GA	30078	37,312

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Store List
Exhibit 1 (a) (1)**

Str	Name/Mall	Address	City	ST	Zip	Selling S.F.
2007	Silverdale Plaza	2886 Nw Bucklin Hill Rd	Silverdale	WA	98383	29,903
2010	Cox Creek Plaza	354 Cox Creek Pkwy	Florence	AL	35630	17,542
2012	Taylor Square S/C	2891 Taylor Rd	Reynoldsburg	OH	43068	42,420
2013	Pueblo Mall	3449 Dillon Dr	Pueblo	CO	81008	15,350
2015	Sunmark Plaza	651 Marks St	Henderson	NV	89014	42,000
2016	Fayette Pavilion	250 Pavilion Pkwy	Fayetteville	GA	30214	42,000
2017	Genessee Commons S/C	G3603 Miller Rd	Flint	MI	48507	42,901
2021	Acme Plaza	3977 Medina Rd	Akron	OH	44333	29,198
2022	Frاندor S/C	533 Mall Ct	Lansing	MI	48912	30,077
2024	Naper West Plaza	526 S State Route 59	Naperville	IL	60540	36,493
2025	Tyrone Corners SC	2500 66Th St N	Saint Petersburg	FL	33710	34,076
2026	Yorktown Mall	3411 Hazelton Rd	Edina	MN	55435	34,066
2027	South Frisco Village	2930 Preston Rd Ste 800	Frisco	TX	75034	35,000
2030	Greenwood Pavilion	1260 Us 31 North	Greenwood	IN	46142	35,007
2031	Curlew Crossing	2343 Curlew Road	Dunedin	FL	34698	41,865
2032	Waterford Lakes Town Center	825 N Alafaya Trail	Orlando	FL	32828	35,000
2033	Elk Grove Marketplace	8509 Bond Road	Elk Grove	CA	95624	35,000
2035	William D Tate Ave	1250 William D Tate Ave	Grapevine	TX	76051	26,185
2038	Target Place Plaza	2725 Harrison Ave Nw Ste 500	Olympia	WA	98502	38,187
2039	St Johns Town Center	10261 River Marsh Drive Ste 149	Jacksonville	FL	32246	35,000
2042	East Broadway Blvd	7255 East Broadway Blvd	Tucson	AZ	85710	36,454
2044	Meridian Town Center	13410 Meridian East Ste A	Puyallup	WA	98373	35,023
2045	Ross Towne Center	7375 Mcknight Road	Pittsburgh	PA	15237	38,542
2046	Greenfield Fashion Center	4950 South 74Th St	Greenfield	WI	53220	37,420
2048	Bloomington Court	362 W Army Trail Rd Ste 230	Bloomington	IL	60108	25,802
2050	Cranberry Mall	20111 Rt 19	Cranberry Twp	PA	16066	36,301
2051	William Penn Hwy	3700 William Penn Highway	Monroeville	PA	15146	36,500
2053	Robinson Town Centre	1800 Park Manor Blvd Unit 5	Pittsburgh	PA	15205	40,684
2054	Lincoln Village Plaza	4600 W Broad Street	Columbus	OH	43228	30,743
2055	Yosemite Park Mall	9090 East Phillips Place	Centennial	CO	80112	35,350
2057	Marketplace at Vernon Hills	413 N Milwaukee Ave Unit 500	Vernon Hills	IL	60061	40,024
2058	Target At Kissimmee West	4801 W Irlo Bronson Memorial Hwy	Kissimmee	FL	34746	35,000
2059	Greengate Centre	1600 Greengate Centre Blvd	Greensburg	PA	15601	35,250
2061	Hampton Plaza	2105 S Rochester Road	Rochester Hills	MI	48307	37,500
2062	First & Main Town Center	3795 Bloomington St	Colorado Spring	CO	80922	35,000
2063	Christiana Town Center	341 W Main St	Newark	DE	19702	36,250
2064	Towne Center At Fayetteville	330 Towne Center Dr	Fayetteville	NY	13066	35,252
2065	The Shoppes At Geneva Con	714 Commons Drive	Geneva	IL	60134	35,350
2067	Cross Roads S/C	15600 Ne 8Th Street Ste H1	Bellevue	WA	98008	35,090
2068	The Shoppes Of Schererville	715 Us Highway 41	Schererville	IN	46375	35,266
2070	West 63Rd Street	11215 West 63Rd Street	Shawnee	KS	66203	35,488
2071	Saddle Rock Village	7360 South Gartrell Road	Aurora	CO	80016	35,000
2074	The Crossroads of Taylorsville	5790 S Redwood Rd	Taylorsville	UT	84123	40,057
2075	Santan Village Marketplace	2753 S. Market Street	Gilbert	AZ	85295	35,000
2077	The Shoppes at Naples Cent	6424 Naples Blvd Suite 501	Naples	FL	34109	24,816
2078	Ashbridge Square	931 E Lancaster Ave	Downingtown	PA	19335	28,258
2079	Brookfield Fashion Center	16800 W Bluemound Road	Brookfield	WI	53005	31,901
2081	Lynnwood Center	5824 196Th Street Sw	Lynnwood	WA	98036	42,538
2082	Fairway Commons	5811 Five Star Blvd	Roseville	CA	95678	35,000
2083	Market Street Village	1439 W Pipeline Rd	Hurst	TX	76053	35,384
2084	River Park Plaza	8062 N Blackstone Ave	Fresno	CA	93720	35,000
2086	Westland Plaza	6741 Odana Road	Madison	WI	53719	35,000
2087	JOANN Plaza	4101 Transit Road Ste 1	Williamsville	NY	14221	38,903
2089	Centerton Square	66 Centerton Road	Mount Laurel	NJ	08054	35,350
2090	Perring Plaza	1951 Joppa Road	Parkville	MD	21234	34,421
2091	Platte Purchase Plaza	2201 Nw Barry Road	Kansas City	MO	64154	35,406
2092	The Court At Oxford Valley	320 Commerce Blvd	Fairless Hills	PA	19030	36,525
2093	Boulevard Centre	4104 Tacoma Mall Blvd	Tacoma	WA	98409	42,584

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Store List
Exhibit 1 (a) (1)**

Str	Name/Mall	Address	City	ST	Zip	Selling S.F.
2096	Orange Tree Marketplace	1625 W Lugonia Avenue	Redlands	CA	92374	35,350
2099	Bayside Market Place	2777 S. Oneida Street	Green Bay	WI	54304	37,777
2101	Crossroads at Orenco Station	7270 Ne Butler St	Hillsboro	OR	97124	35,399
2102	Orchards Market Center	11505 Ne Fourth Plain Blvd Ste 86	Vancouver	WA	98662	35,546
2103	Lake View Plaza	15752 S. La Grange Rd	Orland Park	IL	60462	34,050
2104	Independence Market Place	23125 Outer Drive	Allen Park	MI	48101	35,000
2106	Ridgemark Town Square	1400 Green Oaks Rd	Fort Worth	TX	76116	36,805
2107	Family Center at Riverdale	4978 South 1050 West	Riverdale	UT	84405	35,347
2108	JOANN Plaza	4616 Coldwater Rd	Fort Wayne	IN	46825	35,400
2109	Tradewinds S/C	6601 N. Davis Highway Ste 25	Pensacola	FL	32504	35,190
2111	Marple Crossroads	400 S. State Rd	Springfield	PA	19064	30,600
2113	Town & Country SC	373 E Palatine Road	Arlington Heights	IL	60004	36,400
2114	Gavora Mall	250 3Rd St Ste 1	Fairbanks	AK	99701	35,800
2116	Lake Crossings	5663 Harvey Street	Norton Shores	MI	49444	35,350
2117	Riverfront Plaza	2639 N. Elston Ave	Chicago	IL	60647	43,233
2118	Shoppes of West Melbourne	1537 W New Haven Ave	West Melbourne	FL	32904	35,759
2119	Buena Park Promenade	5885 Lincoln Avenue	Buena Park	CA	90620	35,872
2120	Tigard Shopping Plaza	11945 Sw Pacific Hwy Ste 250	Tigard	OR	97223	32,108
2121	Draper Retail Center	268 E 12300 S	Draper	UT	84020	35,000
2122	Wisner Street Plaza	1099 N Wisner St	Jackson	MI	49202	37,232
2123	Milford Crossing	1405 Boston Post Road	Milford	CT	06460	35,000
2124	The Marketplace at Centerra	1601 Fall River Drive	Loveland	CO	80538	35,231
2125	Marketplace Center	1500 Bald Hill Road Ste A	Warwick	RI	02886	35,000
2126	Von Karmen Plaza	2170 Barranca Pkwy	Irvine	CA	92606	35,700
2128	Shoe Carnival Towne Centre	929 N Green River Rd	Evansville	IN	47715	37,227
2129	North Attleboro Marketplace	1360 South Washington St Unit 3	North Attleboro	MA	02760	35,000
2131	Town Center Plaza	120 N Entrance Road	Sanford	FL	32771	36,988
2132	Alameda Crossing	1717 N Dysart Road	Avondale	AZ	85392	25,308
2133	Park & Shop	1675 B Willow Pass Road	Concord	CA	94520	38,088
2134	Arlington Highlands S/C	137 Merchants Row Ste 165	Arlington	TX	76018	35,000
2135	Providence Marketplace	401 S Mount Juliet Rd Ste 640	Mount Juliet	TN	37122	35,384
2136	South Towne Centre	2270 Miamisburg Centerville Rd	Dayton	OH	45459	36,293
2137	The Riverview at Dobson	825 N Dobson Road	Mesa	AZ	85201	35,000
2139	Orlando Market	3379 Daniels Road	Winter Garden	FL	34787	35,314
2140	Shops at Arbor Walk	10515 N Mo Pac Expy Bldg 1	Austin	TX	78759	35,000
2141	Westchester Commons	125 Perimeter Dr	Midlothian	VA	23113	35,194
2142	Monterey Marketplace II	72765 Dinah Shore Dr	Rancho Mirage	CA	92270	31,419
2143	Richmond Plaza	3435 Wrightsboro Road	Augusta	GA	30909	36,736
2144	11251 Pines Blvd.	11251 Pines Blvd	Pembroke Pines	FL	33026	27,109
2145	Shelbyville Road Plaza	4600 Shelbyville Rd Ste 280	Louisville	KY	40207	30,236
2147	Arbor Square	8125 Arbor Square Drive	Mason	OH	45040	29,768
2148	Brandywine Crossing	15920 Crain Highway Se	Brandywine	MD	20613	25,310
2149	Fox River Valley SC	720 N Casaloma Drive	Appleton	WI	54913	24,962
2150	El Cerrito Plaza	300 El Cerrito Plz	El Cerrito	CA	94530	34,310
2152	Baybrook Village	1529 W Bay Area Blvd	Webster	TX	77598	29,668
2153	Central Plaza	15355 Manchester Rd	Ballwin	MO	63011	30,244
2155	University Oaks	201 University Oaks Blvd	Round Rock	TX	78665	25,000
2156	Commerce Plaza	10865 Lincoln Trl	Fairview Heights	IL	62208	25,546
2157	The Pavillions	25 Ne Loop 410 Ste 114	San Antonio	TX	78216	33,735
2158	Prince William Square	14350 Smoke Town Rd	Woodbridge	VA	22192	23,890
2159	Cosner's Corner	9685 Jefferson Davis Hwy	Fredericksburg	VA	22407	25,331
2160	Colonial Commons	5084 Jonestown Rd	Harrisburg	PA	17112	25,500
2161	Broadway Shopping Center	1073 Broadway	Saugus	MA	01906	22,500
2162	Milwaukee Market Place	1085 N. Milwaukee St	Boise	ID	83704	37,783
2163	The Shoppes At Centerpoint	3665 28Th St Se	Grand Rapids	MI	49512	38,500
2164	Square One Shopping Center	3563 Nw Federal Hwy	Jensen Beach	FL	34957	28,004
2165	Honey Creek Commons	5705 Us Hwy 41	Terre Haute	IN	47802	25,127
2166	Viking Plaza Mall	3015 Highway 29 South	Alexandria	MN	56308	18,336

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Store List
Exhibit 1 (a) (1)**

Str	Name/Mall	Address	City	ST	Zip	Selling S.F.
2167	The Fountains	801 South University Dr Suite 75	Plantation	FL	33324	20,000
2168	Pioneer Crossing	61284 S Highway 97	Bend	OR	97702	23,290
2169	Riverchase Promenade	1709 Montgomery Hwy S	Hoover	AL	35244	25,677
2170	Governors Crossing	208 Collier Dr	Sevierville	TN	37862	12,000
2171	Hamilton Village	2020 Gunbarrel Road Suite 198	Chattanooga	TN	37421	24,200
2172	Northpointe Commons	10050 Two Notch Rd Ste 13	Columbia	SC	29223	21,500
2173	Gateway Shopping Center	3704 172Nd St Ne Ste F	Arlington	WA	98223	22,864
2175	Baker Square	13415 W Center Rd	Omaha	NE	68144	31,837
2176	Chestnut Court	7511 Lemont Rd Ste 101	Darien	IL	60561	25,000
2177	Eastchase Market SC	7951 Eastchase Pkwy	Montgomery	AL	36117	30,247
2178	Mid Rivers	5610 Suemandy Rd	St Peters	MO	63376	34,250
2179	University Hills	2580 South Colorado Blvd	Denver	CO	80222	26,300
2180	Renaissance Square	622 South Main Street	Cedar City	UT	84720	19,424
2181	Eastgate Crossing	4530 Eastgate Blvd.	Cincinnati	OH	45245	16,730
2182	Shop Rite Plaza	143 Federal Rd	Brookfield	CT	06804	12,859
2183	Pocatello Square	1790 Hurley Dr.	Pocatello	ID	83201	13,427
2184	Huntsville Plaza	5900 B University Drive	Huntsville	AL	35806	15,459
2185	Tower Shopping Center	2043 Colonial Ave	Roanoke	VA	24015	22,832
2186	Riverview Mall	2303 Miracle Mile Road	Bullhead City	AZ	86442	23,545
2187	Forest Plaza	806 West Johnson Street	Fond Du Lac	WI	54935	17,570
2189	Amador Plaza Rd	7177 Amador Plaza Road	Dublin	CA	94568	25,377
2191	Madison East Mall	1400 Madison Avenue Suite #500	Mankato	MN	56001	19,080
2192	Grand Teton Plaza	2408 South 25Th East	Idaho Falls	ID	83404	24,000
2193	North Rock Road	3665 North Rock Road	Wichita	KS	67226	26,398
2194	The Columns	1185 Vann Dr	Jackson	TN	38305	15,000
2195	Arsenal Plaza	1283 Arsenal Street	Watertown	NY	13601	18,795
2197	The Plaza At Rockwall	1049 E. I.H. 30	Rockwall	TX	75087	15,000
2198	High Point Centre	441 E Roosevelt Rd Space #410	Lombard	IL	60148	17,040
2199	Mount Vernon Plaza	510 East College Way	Mount Vernon	WA	98273	24,450
2200	Freestanding (Former Circuit	1535 South Bradley Road	Santa Maria	CA	93454	19,014
2201	Florence Mall	1945 West Palmetto Street #270	Florence	SC	29501	14,501
2202	Sonora Crossroads	1151 Sanguinetti Road	Sonora	CA	95370	17,440
2203	Folsom Square	1010 East Bidwell Street	Folsom	CA	95630	17,270
2204	Elko Junction	2759 Mountain City Hwy	Elko	NV	89801	15,000
2205	Mooreville Consumer Squar	221 Norman Station Blvd. Suite 2211	Mooreville	NC	28117	12,000
2206	Colony Square	16626 Southwest Freeway	Sugar Land	TX	77479	27,134
2207	Westgate Crossing	660 Spartan Blvd.	Spartanburg	SC	29301	25,000
2208	Crossroads Commons	1407 Flammang Drive	Waterloo	IA	50702	18,197
2209	Newtown Shops on Main	5103 Main St.	Williamsburg	VA	23188	15,334
2210	Tri Valley Plaza	1325 E. Florence Blvd	Casa Grande	AZ	85122	15,045
2211	Roseland Center	3225 State Route 364	Canandaigua	NY	14424	19,389
2212	Rayzor Ranch	2640 West University Dr	Denton	TX	76201	21,890
2213	Freestanding (Former Alberts	852 N Main St	Tooele	UT	84074	15,000
2215	Crossroads Commons	1150 Meridian Drive	Plover	WI	54467	15,000
2216	Corvallis Crossing	932 Nw Circle Blvd	Corvallis	OR	97330	18,656
2217	Freestanding (Former Comp	30 A & S Drive	Paramus	NJ	07652	30,000
2218	Lancaster Mall	783 Lancaster Dr. Ne. Suite #133	Salem	OR	97301	26,218
2219	Former Circuit City	6910 S. Lindbergh Blvd	Saint Louis	MO	63125	28,575
2220	Joliet Commons	2741 Plainfield Road	Joliet	IL	60435	15,000
2222	Merchant's Walk	7504 West Broad	Richmond	VA	23294	18,419
2223	Frontier Mall	1400 Del Range Blvd	Cheyenne	WY	82009	14,458
2225	Big Oaks Crossing	3875 North Gloster Street	Tupelo	MS	38804	22,000
2226	Price Plaza	1219 North Fry Road	Katy	TX	77449	33,890
2227	New Towne Mall	400 Mill Ave Se Suite 15	New Philadelphia	OH	44663	26,579
2228	Thunderbird Plaza	2701 S. College Ave. Unit 160	Fort Collins	CO	80525	22,220
2229	Washington Plaza	10030 East Washington Street	Indianapolis	IN	46229	21,500
2232	Un-Named Shopping Center	180 Se Neptune Drive, Suite A	Warrenton	OR	97146	16,214
2233	Owensboro Towne Center	5241 Frederica St. Space #3	Owensboro	KY	42301	13,560

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Store List
Exhibit 1 (a) (1)**

Str	Name/Mall	Address	City	ST	Zip	Selling S.F.
2234	Freestanding, Former Circuit	10750 W Colfax Ave # 100	Lakewood	CO	80215	20,970
2236	Market Place SC	121 Commerce Street, Suite 1	Wisconsin Dells WI	53965	15,000	
2238	Mesa Mall	2424 Highway 6 & 50. Space 0015	Grand Junction CO	81505	14,150	
2239	Lakeshore Marketplace	834-A Dawsonville Highway	Gainesville GA	30501	19,800	
2240	Colerain Towne Center	10166 Colerain Avenue	Cincinnati OH	45251	23,500	
2241	Midway Plaza	965 Central Park Ave	Scarsdale NY	10583	31,843	
2242	Northtowne East	1001 N. Clinton St. Ste 01	Defiance OH	43512	22,527	
2243	Gateway Mall	2700 State Street, Suite C	Bismarck ND	58503	15,975	
2246	Former Circuit City	3051 W. Wabash Avenue	Springfield IL	62704	22,000	
2247	Golden Isles Plaza	137 Golden Isles Plaza Parkway	Brunswick GA	31520	14,663	
2248	Carolina Pavilions	9523 South Blvd	Charlotte NC	28273	23,500	
2249	Metro North Shopping Center	1205 Se 16Th Court, Suite 200	Ankeny IA	50021	18,250	
2250	Sterling Lincoln Center	3201 East Lincolnway	Sterling IL	61081	15,000	
2251	Bandera Pointe	11655 Bandera Road	San Antonio TX	78250	25,000	
2252	Berkley Mall	625 N Berkeley Blvd #H	Goldsboro NC	27534	15,313	
2253	Sutters Creek Crossing	572 Sutter'S Creek Blvd	Rocky Mount NC	27804	14,355	
2255	Rio Hill SC	1774 Rio Hill Center	Charlottesville VA	22901	21,080	
2256	Ambassador Row	3559 Ambassador Caffery Parkway	Lafayette LA	70503	28,000	
2257	Belton Marketplace	1153 E. North Avenue	Belton MO	64012	21,000	
2259	Shops At Fox River	3310 Shoppers Drive	Mchenry IL	60050	17,172	
2261	Houston Lakes	87 Spiral Drive	Florence KY	41042	23,936	
2262	North Point Plaza	1150 Carlisle Street Suite #3	Hanover PA	17331	14,335	
2263	Elk Park Center	19154 Freeport Street Nw	Elk River MN	55330	18,009	
2264	Marketfair North	4154 State Route 31	Clay NY	13041	26,878	
2265	Hulen Fashion Center	5212 S Hulen Street	Fort Worth TX	76132	21,795	
2266	Freshwater Plaza	136 Elm Street, Suite A	Enfield CT	06082	13,865	
2267	Rockwell Plaza	8345 N. Rockwell Avenue	Oklahoma City OK	73132	24,400	
2268	The Junction	6361 I-55 North	Jackson MS	39213	18,036	
2269	Siegen Lane Marketplace	10545 South Mall Drive	Baton Rouge LA	70809	22,000	
2270	High Desert Gateway	12779 Main Street	Hesperia CA	92340	20,004	
2271	Greenhouse Marketplace	699 Lewelling Blvd Suite 230	San Leandro CA	94579	25,000	
2272	Golden Gate	1533 Golden Gate Plaza, Suite #153	Mayfield Heights OH	44124	23,528	
2273	Northpark Mall	101 N Range Line Road, Suite 354	Joplin MO	64801	22,659	
2274	Former Best Buy	3900 Alpine Ave. Nw Suite B	Comstock Park MI	49321	22,500	
2277	White Lake Market Place	9052 Highland Road	White Lake MI	48386	25,660	
2279	Century Town Center	5921 20Th St. Unit B	Vero Beach FL	32966	11,048	
2280	Deer Trace Shopping Center	4079 Highway 28	Sheboygan Falls WI	53085	20,388	
2281	Queen Creek Marketplace	21238 S. Ellsworth Loop Road	Queen Creek AZ	85142	19,920	
2282	Shoppes at University Center	8441 Cooper Creek Blvd	Bradenton FL	34201	20,303	
2283	Dean Lakes	4120 Dean Lakes Boulevard	Shakopee MN	55379	17,040	
2284	Overlook Village	80 South Tunnel Road Suite 30	Asheville NC	28805	22,835	
2286	Former Borders	1075 Woodland Road	Reading PA	19610	25,023	
2289	Rockbridge Shopping Center	509 East Nifong	Columbia MO	65201	19,002	
2290	Champaign Town Center	722 West Town Center Blvd.	Champaign IL	61822	17,642	
2291	Bradford Plaza	519 N Main St.	Stillwater OK	74075	15,047	
2292	Woodlands Home Center	25415 Interstate 45 Ste D	Spring TX	77380	34,450	
2294	Twin City Plaza	101 Twin City Mall	Crystal City MO	63019	15,614	
2295	Centerville Marketplace	302 North Marketplace Dr	Centerville UT	84014	23,815	
2296	Towne Center	2050 West University Dr Suite 250	Mc Kinney TX	75070	20,331	
2297	Lakewood Village	2637 Lakewood Village Drive	No Little Rock AR	72116	18,452	
2298	23rd Street Plaza	413 East 23Rd Street	Panama City FL	32405	20,579	
2300	Freestanding (frm Circuit City	4948 Monroe St	Toledo OH	43623	31,903	
2301	Rochester Crossing	160 Washington St Ste 606	Rochester NH	03839	13,037	
2302	Oracle Wetmore	4380 N. Oracle Rd. Ste 150	Tucson AZ	85705	16,050	
2303	Concordville Town Center	600 Town Centre Drive Suite D-108	Glen Mills PA	19342	13,199	
2305	Village Of Rivergate	2088 Gallatin Pike North	Madison TN	37115	33,741	
2306	Lindale Mall	255 Collins Road Ne	Cedar Rapids IA	52402	20,600	
2308	Sherman Commons	4127 N Hwy 75	Sherman TX	75090	20,451	

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Store List
Exhibit 1 (a) (1)**

Str	Name/Mall	Address	City	ST	Zip	Selling S.F.
2309	River Ridge Mall	3405 Candler's Mountain Rd	Lynchburg	VA	24502	14,174
2310	Deer Creek Shopping Center	3200 Laclede Station Rd	Saint Louis	MO	63143	19,710
2311	Grants Pass Shopping Center	1090 Northeast E Street	Grants Pass	OR	97526	16,500
2312	Greenbriar Shopping Center	1361 86Th Street West	Indianapolis	IN	46260	21,500
2313	Harvest Park Shopping Center	4627 Greenway Drive	Knoxville	TN	37918	15,000
2314	Cross Pointe Plaza	840 Woods Crossing Road	Greenville	SC	29607	18,000
2315	Market Place	2833 King Avenue West	Billings	MT	59102	20,000
2317	Freestanding	1024 Green Acres Road	Eugene	OR	97408	20,491
2318	Morganton Heights	E132 Morganton Heights Blvd	Morganton	NC	28655	12,500
2321	Jefferson Square	2880 South 6Th Street	Klamath Falls	OR	97603	22,839
2322	Geneva Commons	600 N. Edwards Blvd	Lake Geneva	WI	53147	15,000
2324	Peru Mall	3940 Route 251 Suite A1	Peru	IL	61354	15,000
2325	Chimney Rock	6351 E. Hwy 191	Odessa	TX	79762	13,160
2326	Silver Lake Mall	200 West Hanley Ave Suite 1101	Coeur D Alene	ID	83815	18,335
2327	Heritage Village	1645 North Spring St.	Beaver Dam	WI	53916	14,900
2328	Ashley Crossing	2243 Ashley Crossing Dr, Suite C	Charleston	SC	29414	15,074
2329	Cotton Mill Shopping Center	720 W. Telegraph	Washington	UT	84780	23,500
2330	Sahuarita Plaza	18785 S I-19 Frontage Rd, Suite 113	Green Valley	AZ	85614	13,043
2331	American Fork Shopping Center	640 East State Road	American Fork	UT	84003	25,436
2332	Westland Shopping Center	3750 West Saginaw Street	Lansing	MI	48917	20,084
2333	Muscatine Mall	1903 Park Avenue	Muscatine	IA	52761	14,719
2334	Clinton Towne Center	1803 West 1800 North Suite G1	Clinton	UT	84015	23,985
2335	Village of Amelia	463877 State Road 200	Yulee	FL	32097	14,000
2338	University Park S/C	1425 Scalp Ave, Space 110	Johnstown	PA	15904	18,614
2340	Central Vermont Shopping Center	1400 Us Route 302, Suite 10	Barre	VT	05641	12,000
2341	Roxbury Mall	281-28 Rt 10E	Succasunna	NJ	07876	30,425
2343	Trademart Shopping Center	14569 N Us Highway 25 E, Unit 26	Corbin	KY	40701	15,000
2344	West Loop Shopping Center	1000 West Loop Place, Ste 120	Manhattan	KS	66502	22,000
2345	Susquehanna Valley Mall	1 Susquehanna Valley Mall Dr, D6	Selinsgrove	PA	17870	12,958
2347	North Pointe Centre	N78 W14531 Appleton Ave	Menomonee Falls	WI	53051	18,166
2348	Koeller Plaza	1226 Koeller St	Oshkosh	WI	54902	18,000
2349	Shackleford Crossing	2616 S Shackleford Rd, Ste A	Little Rock	AR	72205	14,000
2351	Main St Marketplace	1215-B North Main Street	Summerville	SC	29483	23,125
2352	Blue Ridge Mall	1800 Four Seasons Blvd, Space D1	Hendersonville	NC	28792	14,826
2353	Freestanding	1175 Dana Drive	Redding	CA	96003	28,588
2354	Creekview Center	397 Easton Rd	Warrington	PA	18976	24,825
2355	Garden State Pavillion	2234 W Marlton Pike Rd Plot E3	Cherry Hill	NJ	08002	25,287
2356	Fairview Plaza	160 Fairview Avenue Suite # 83	Hudson	NY	12534	15,360
2357	Boulevard Plaza	11000 Roosevelt Blvd	Philadelphia	PA	19116	30,330
2358	Shawnee Mall	4901 N. Kickapoo Street	Shawnee	OK	74804	13,863
2359	Conyers Plaza	1380 Dogwood Drive	Conyers	GA	30013	24,920
2361	Phoenix Center	1976 Phoenix Center Drive	Washington	MO	63090	15,000
2363	Village at Northshore	105 Northshore Blvd Suite 135	Slidell	LA	70460	20,125
2364	Newnan Pavilion	1074 Bullsboro Drive, Unit #6	Newnan	GA	30265	18,239
2365	Gardner Towne Center	2089 West Hwy 40	Vernal	UT	84078	15,032
2366	White Mountain Mall	2441 Foothill Blvd, Suite 5	Rock Springs	WY	82901	15,716
2367	Torrington Plaza	39 South Main St	Torrington	CT	06790	15,848
2371	East Park Plaza	220 N 66Th St Ste 270	Lincoln	NE	68505	31,650
2373	Merrillville Plaza	1916 E 80Th Ave No 14	Merrillville	IN	46410	26,008
2374	Pride Center	22914 W Victory Blvd	Woodland Hills	CA	91367	28,434
2376	Mobile Festival Centre	3725 Airport Blvd, Unit 100-C	Mobile	AL	36608	21,364
2377	Minges Creek Plaza	5420 Beckley Road, Suite M	Battle Creek	MI	49015	19,790
2378	Century Center	3323 Century Center St Sw	Grandville	MI	49418	21,177
2379	Northgate Shopping Center	1082 N Main Street	Spanish Fork	UT	84660	21,931
2380	Athens Mall	743 E. State Street, Suite O	Athens	OH	45701	20,152
2381	Fox Run Shopping Center	521 N. Solomon'S Island Rd, Ste 34	Prince Frederick	MD	20678	12,020
2382	Westfield Wheaton Plaza	11160 Veirs Mill Road, Unit 180	Wheaton	MD	20902	22,218
2383	Riverdale Crossing	48 Route 23	Riverdale	NJ	07457	21,807

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Store List
Exhibit 1 (a) (1)**

Str	Name/Mall	Address	City	ST	Zip	Selling S.F.
2386	Joffco Square	555 W. Roosevelt Road	Chicago	IL	60607	16,651
2387	Interstate Plaza	1671 Ih-35 South, Suite 208	New Braunfels	TX	78130	17,979
2389	Freestanding (former Alberts)	1000 South Central Avenue	Glendale	CA	91204	33,699
2390	Westminster City Center	9250 Sheridan Blvd #200	Westminster	CO	80031	23,261
2391	The Esplanade At Butler Plaz	3202 Sw 35Th Blvd	Gainesville	FL	32608	36,185
2392	Ashland Towne Center	500 Winchester Ave, Suite 700	Ashland	KY	41101	19,190
2393	Lawton Towne Center	449 Nw 2Nd St	Lawton	OK	73501	18,000
2394	Totem Pole	7907 Ne Highway 99	Vancouver	WA	98665	16,998
2396	Canyon Place	4005 Sw 117Th Street	Beaverton	OR	97005	17,442
2397	Freestanding	732 Sw 6Th Street	Redmond	OR	97756	15,300
2399	Willow Creek Crossing	500 Indianhead Drive	Mason City	IA	50401	18,000
2402	Northgate Mall	1600 Jackson St. Northgate Mall	Tullahoma	TN	37388	15,000
2403	Walpole Mall	96 Providence Highway	East Walpole	MA	02032	24,760
2404	Faribo West Mall	200 Western Ave Nw, Suite C10	Faribault	MN	55021	14,544
2405	Livonia Commons	13489 Middlebelt Rd	Livonia	MI	48150	24,100
2406	La Cienega Square	1250 S La Cienega Blvd	Los Angeles	CA	90035	20,300
2407	Waterside Market Place	50809 Waterside Drive	Chesterfield	MI	48051	25,000
2409	1379 Hooper Avenue	1379 Hooper Avenue	Toms River	NJ	08753	20,000
2410	Midway Market Square	380 Market Drive	Elyria	OH	44035	25,594
2411	Shop Rite Plaza	774 Queen St.	Southington	CT	06489	19,693
2412	Suburban Plaza	2655 N. Decatur Road	Decatur	GA	30033	20,035
2414	Lakeland Plaza	540 A Lakeland Plaza	Cumming	GA	30040	17,793
2415	Witte Plaza	9960 Old Katy Rd	Houston	TX	77055	25,000
2418	Freeport Shopping Center	1611 South West Avenue	Freeport	IL	61032	18,018
2419	Barren River Plaza	376 North L Rogers Wells Blvd	Glasgow	KY	42141	17,163
2420	Monte Vista Crossing	2717 Countryside Drive	Turlock	CA	95380	18,000
2422	Riverside Plaza	3635 Riverside Plaza Dr. Ste.240	Riverside	CA	92506	15,131
2424	Broadmoor Plaza	1131 E. Ireland Road	South Bend	IN	46614	16,527
2426	Monroe Mall	2115 W. Roosevelt Blvd, Suite 111	Monroe	NC	28110	20,059
2428	Clovis Crossing Shopping Ce	1065 Herndon Ave.	Clovis	CA	93611	18,000
2434	Crosswinds Commons	1133 Sw Wanamaker Rd Ste 200	Topeka	KS	66604	24,709
2435	Northlake Commons	3942 Northlake Blvd	West Palm Beach	FL	33403	25,345
2438	Cross County Mall	700 Broadway East	Mattoon	IL	61938	13,670
2439	Town Fair Center	1224 James Ave	Bedford	IN	47421	12,175
2441	Grocery Outlet SC	11 N State Highway 49-88	Jackson	CA	95642	12,564
2442	Fullerton Crossroads	3300 Yorba Linda Boulevard	Fullerton	CA	92831	20,100
2443	Town Center	1020 Stratford Road	Moses Lake	WA	98837	16,600
2444	Westridge Center	1425 N. Davis Road	Salinas	CA	93907	16,355
2445	Central Texas Marketplace	4633 S. Jack Kultgen Expy Unit 104	Waco	TX	76706	25,000
2446	Yarbrough Plaza	10501 Gateway Blvd W Bld 9	El Paso	TX	79925	27,515
2447	Pittsburgh Mills	133 Pittsburgh Mills Circle	Tarentum	PA	15084	21,903
2448	Former Home Depot	1991 Tiffin Avenue	Findlay	OH	45840	21,073
2449	Covina Town Square	1460 North Azusa Avenue	Covina	CA	91722	25,196
2450	Raleigh Mall	4293 Robert C. Byrd Drive	Beckley	WV	25801	21,000
2451	Crossings at Sandusky	756 Crossings Road	Sandusky	OH	44870	16,000
2452	Centre Point Village	26583 Carl Boyer Drive	Santa Clarita	CA	91350	24,970
2453	Scottsdale Center	206 S Promenade Blvd	Rogers	AR	72758	18,000
2454	Village of Martinsville	240 Commonwealth Blvd W	Martinsville	VA	24112	14,957
2455	Village Mall	2917 North Vermillion Suite C17	Danville	IL	61832	16,427
2456	Wolf Creek Plaza	10521 S. 15Th Street	Bellevue	NE	68123	23,865
2459	Ohio Valley Mall	67800 Mall Ring Rd Unit 305	St. Clairsville	OH	43950	16,398
2460	Westgate Market	6930 W. Kellogg Drive	Wichita	KS	67209	22,182
2461	Roseburg Marketplace	1438 Nw Garden Valley Blvd	Roseburg	OR	97471	18,000
2462	Raley's Center	704 West Onstott Rd	Yuba City	CA	95991	19,794
2464	Pharr Town Center	500 N. Jackson Rd	Pharr	TX	78577	20,157
2465	Freestanding	2391 County Line Road	Algonquin	IL	60102	19,875
2468	Regency Mall	2629 S. Green Bay Road	Racine	WI	53406	23,371
2469	Palouse Mall	1854 W. Pullman Road	Moscow	ID	83843	17,680

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Store List
Exhibit 1 (a) (1)**

Str	Name/Mall	Address	City	ST	Zip	Selling S.F.
2473	Sequoia Plaza	3930 S. Mooney Blvd	Visalia	CA	93277	21,282
2474	Park West Place	10916-B Trinity Parkway	Stockton	CA	95219	18,192
2475	Haines Station Plaza	2255 N Haines Avenue	Rapid City	SD	57701	11,622
2476	Freestanding Building	3911 16Th Street	Moline	IL	61265	16,900
2477	Burning Tree Plaza	5115 Burning Tree Plaza	Duluth	MN	55811	17,682
2478	Crossing Meadows Plaza	1220 Crossing Meadows	Onalaska	WI	54650	17,885
2479	Governors Square Plaza	2831 Wilma Rudolph	Clarksville	TN	37040	26,079
2481	Park Plaza	2108 W 27Th Street	Lawrence	KS	66047	14,148
2482	Park Central Shopping Center	3206 South Clack Drive	Abilene	TX	79606	21,500
2483	University Plaza	2813 E Nettleton Avenue	Jonesboro	AR	72401	11,987
2485	City Base Landing	3142 Se Military Drive Suite 126	San Antonio	TX	78235	15,200
2486	Power Center	1804 Macarthur Blvd	Alexandria	LA	71301	16,327
2487	Marshfield Center	1919 N Central Avenue	Marshfield	WI	54449	12,325
2489	Towne Centre	219 Towne Drive	Elizabethtown	KY	42701	12,000
2490	Willow Lake Crossing	2951 Watson Blvd	Warner Robins	GA	31093	12,277
2492	Market Place Shopping Center	123 Marketplace Drive	Anderson	SC	29621	11,250
2494	Johnson City Plaza	108 Johnson City Plaza Dr	Johnson City	TN	37601	8,000
2497	Freestanding	1702 Veterans Memorial Pkwy East	Tuscaloosa	AL	35404	10,098
2498	Fort Smith Marketplace	7609 Rogers Avenue	Fort Smith	AR	72903	11,985
2499	The Marketplace	3271 Marketplace Drive Suite: C1	Council Bluffs	IA	51501	20,310
2500	Kingsport Shopping Center	1409 East Stone Drive	Kingsport	TN	37660	14,300
2501	Midlothian Towne Crossing	2000 F.M. 663 St 500	Midlothian	TX	76065	15,000
2502	Boulevard Centre at Eastwood	5555 Youngstown Warren Road #14	Niles	OH	44446	22,341
2503	Eastbrook Plaza	2610 25Th Street	Columbus	IN	47201	14,329
2504	Bayou Walk Shopping Center	6634 Youree Drive	Shreveport	LA	71105	23,500
2505	New River Valley Center	145 Shoppers Way	Christiansburg	VA	24073	20,525
2506	Dominion Square	705 Dominion Square S/C	Culpeper	VA	22701	12,000
2507	Crossways Shopping Center	1593 Crossways Blvd	Chesapeake	VA	23320	19,867
2508	Westside North Shopping Center	91 Westbank Expressway Ste 490	Gretna	LA	70053	17,935
2509	Iowa City Marketplace	1676 Sycamore Street	Iowa City	IA	52240	27,000
2510	Marketplace at Janesville	2700 N. Pontiac Dr Ste 150	Janesville	WI	53545	18,774
2511	University Mall	930 22Nd Avenue S.	Brookings	SD	57006	12,335
2512	The Shops at Coventry	351 West Schuylkill Rd	Pottstown	PA	19465	14,310
2513	Indian Springs Shopping Center	3177 Princeton Road	Hamilton	OH	45011	22,400
2515	Germantown Center	3703 N. Newton St	Jasper	IN	47546	14,036
2517	Pine Tree Mall	2402 Roosevelt Road	Marinette	WI	54143	15,166
2519	Shops @ Boardman Park	441 Boardman Poland Road	Youngstown	OH	44512	28,881
2520	Hilltop Plaza	551 Hiltop Plaza	Virginia Beach	VA	23454	24,140
2521	Ferris Commons	1250 W. Perry Avenue	Big Rapids	MI	49307	15,000
2522	Arcadia Fiesta SC	3049 East Indian School Road	Phoenix	AZ	85016	16,000
2523	Orange Park Plaza	1411 N. Tustin Streets	Orange	CA	92867	18,547
2526	Foothill Ranch Towne Center	26742 Portola Parkway	Foothill Ranch	CA	92610	22,500
2527	Village West Shopping Center	2981 West Florida Avenue (Unit G1)	Hemet	CA	92545	21,398
2528	Former Dan's Market	2330 E. 3000 South (Temp)	Salt Lake City	UT	84109	23,445
2529	Chino Town Square	5545 Philadelphia St	Chino	CA	91710	18,369
2532	Market Centre	4024 Elkhart Road #25	Goshen	IN	46526	21,494
2533	Westlake Shopping Center	423 Westlake Center (Second Level)	Daly City	CA	94015	22,900
2534	Freestanding	3055 Atlanta Highway	Athens	GA	30606	21,500
2536	Shops of Forest Hill	3150 Village Shops Drive (Temp)	Germantown	TN	38138	24,970
2537	Coconut Pointe	8072 Mediterranean Drive	Estero	FL	33928	18,322
2538	Crossroads SC	125 East Reynolds Road, Suite 110	Lexington	KY	40517	30,000
2540	Plaza 20	2600 Dodge Street (Suite A-1)- Temp	Dubuque	IA	52003	18,000
2542	Sunrise Village Shopping Center	5489 Sunrise Blvd	Citrus Heights	CA	95610	27,150
2544	Wilshire Plaza	725 Veterans Blvd	Metairie	LA	70005	20,250
2545	University Center	3801 Old Seward Highway	Anchorage	AK	99503	30,637
2546	Riverside Woodman Plaza	13730 Riverside Drive	Sherman Oaks	CA	91423	46,956
2547	Freestanding	501 Roberts Ct	Kennesaw	GA	30144	42,059
2548	Champions Centre	530 Ed Noble Parkway	Norman	OK	73072	30,244

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Store List
Exhibit 1 (a) (1)**

Str	Name/Mall	Address	City	ST	Zip	Selling S.F.
2550	Sugarland Crossing	47100 Community Plaza	Sterling	VA	20164	35,000
2552	Bloomington Commons	1719 E Empire Street	Bloomington	IL	61704	21,828
2554	Former Salvation Army	10174 SE 82nd Avenue	Clackamas	OR	97086	40,259
2555	Scottsdale Plaza	1800 M-139 Unit A	Benton Harbor	MI	49022	25,470
2556	Valley Court Shopping Center	9999 University Avenue	Clive	IA	50325	33,330
2557	Union Plaza	10007 E 71st St	Tulsa	OK	74133	34,392
2558	Deptford Plaza	1120 Hurffville Road	Deptford	NJ	8096	40,003
2559	Grand Plaza	177 South Las Posas Road	San Marcos	CA	92078	40,000
2560	Lakepointe Towne Crossing	715 Hebron Parkway	Lewisville	TX	75057	33,862
2561	Meyerland Plaza	290 Meyerland Plaza	Houston	TX	77096	33,733
2562	Silas Creek Crossing	3208 Silas Creek Parkway	Winston-Salem	NC	27103	27,410
2563	The Centre at Deane Hill	276 Morrell Road	Knoxville	TN	37919	40,000
2564	Nashua Mall Plaza	31 Gusabel Avenue	Nashua	NH	3063	37,113
2565	Ann & Hope Plaza	85 Highland Avenue	Seekonk	MA	2771	21,700
2566	Seaboard Commons	1120 Seaboard St	Myrtle Beach	SC	29577	32,500
2567	Sayville Plaza	5159 Sunrise Hwy	Bohemia	NY	11716	31,484
2568	Former Ralph's Market	27871 La Paz Rd	Laguna Niguel	CA	92677	31,518
2569	Waterford North	1025 Veterans Pkwy	Clarksville	IN	47129	24,961
2570	Deerbrook Marketplace	20424 US-59	Humble	TX	77338	39,581
2571	Southpark Meadows	9500 S IH 35 Frontage Rd	Austin	TX	78748	35,000
2572	The Village at Cumberland Park	8950 S Broadway Ave	Tyler	TX	75703	28,751
2573	Rochester Marketplace	3839 Marketplace Drive NW	Rochester	MN	55901	23,725
2574	Dickson City Crossing	638 Commerce Blvd	Dickson City	PA	18519	20,000
2575	Marketplace at Towne Centre	19105 Lyndon B Johnson Fwy	Mesquite	TX	75150	23,755
2576	Plaza Farmington	3558 E Main St	Farmington	NM	87402	20,020
2577	Columbia Center	1321 N Columbia Center Blvd Suite 456	Kennewick	WA	99336	29,378
2579	Parkway Plaza	3120 Vestal Parkway East	Vestal	NY	13850	30,000
2580	Shoppes at Paradise Key	4437 Commons Dr.	Destin	FL	32541	33,875
2582	Gresham Town Fair	604 NW Eastman Pkwy	Gresham	OR	97030	24,948
2583	Westridge Plaza	1310 S Beach Blvd	La Habra	CA	90631	28,021
2585	Holiday Village Mall	1200 10th Ave S	Great Falls	MT	59405	21,062
2586	State Street Market	6360 E. State Street	Rockford	IL	61108	28,500
2587	Bradley Commons	2056 N State Rt. 50 (Unit 15)	Bourbonnais	IL	60914	21,421
2589	Hyde Park Plaza	3872 C Paxton Avenue	Cincinnati	OH	45209	24,393
2590	Town Center Square	10930 Foothill Blvd	Rancho Cucamonga	CA	91730	37,355
2596	Birch Run Station	1717 Beam Avenue	Maplewood	MN	55109	27,000
200	TJ Maxx Plaza	1746 E 3Rd St	Williamsport	PA	17701	10,400
235	Hermitage Towne Plaza	2481 E State St	Hermitage	PA	16148	13,960
677	Holyoke Plaza	2267 Northampton St	Holyoke	MA	01040	15,120
722	Garrison Forest Plaza	10377 Reisterstown Rd	Owings Mills	MD	21117	15,296
1484	Bayshore Village	4265 Tamiami Trl Unit I	Port Charlotte	FL	33980	9,500
2036	Preston Forest S C	11700 Preston Rd #810	Dallas	TX	75230	48,686
2069	Destination Eight	39818 10Th Street W.	Palmdale	CA	93551	35,328
2342	Cayuga Mall	2309 N Triphammer Rd, Unit 1	Ithaca	NY	14850	18,350
2400	Tifton Mall	612 Virginia Ave North	Tifton	GA	31794	16,233
2416	Burlington Commons	3200 Agency Street, Ste 110	Burlington	IA	52601	18,000
2429	Ridgecrest Town Center	700 North China Lake Unit C	Ridgecrest	CA	93555	20,000
2480	Valley Crossing	2102 Us Hwy 70 Se	Hickory	NC	28602	7,780

802

257

22,946

24,647

Exhibit 1(a)(2)

Distribution Centers

Joann
Distribution Center and Ecommerce Platform List
Exhibit 1 (a) (2)

GRP	Name/Mall	Address	City	ST	Zip	Square Feet
Distribution Center	Visalia DC(1)	2500 N Plaza Dr	Visalia	CA	93291	635,281
Distribution Center	Visalia DC #2(2)	7530 W. Sunnyview Ave	Visalia	CA	93291	104,870
Distribution Center	Opelika DC(1)	3101 Anderson Rd	Opelika	AL	36801	702,623
Distribution Center	West Jefferson eComm FC	1020 Enterprise Pkwy	West Jefferson	OH	43162	832,600
Ecommerce Platform	Hudson SSC, DC(1)	5555 Darrow Road	Hudson	OH	44236	1,453,419

Exhibit 2(b)(iv)

Form of Asset Designation Notice

Exhibit 2(b)(iv)
Asset Designation Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

JOANN, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10068 (CTG)

(Jointly Administered)

NOTICE OF DESIGNATION OF ASSET PURCHASER

PLEASE TAKE NOTICE that pursuant to the *Order Approving Debtors' Entry Into Agency Agreement and Consummation of the Transactions Contemplated Thereby* (the "Approval Order") [D.I. __],² Purchaser hereby designates the entity identified on Schedule A ("Designee") annexed hereto as the assignee of the Assets identified on Schedule A (the "Designated Assets") pursuant to the agreement between Purchaser, as agent for the Debtors, and Designee, an abstract of which is annexed hereto as Exhibit A (the "Purchase Agreement").

PLEASE TAKE FURTHER NOTICE that pursuant to the Approval Order, upon the closing of the transaction pursuant to the Purchase Agreement, the Designated Assets shall be deemed conveyed to Designee by the Debtors free and clear of all liens, claims, encumbrances, and other interests of any kind.

Dated: [], 2025
Wilmington, Delaware

[COUNSEL TO PURCHASER]

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors' mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

² Capitalized terms used but not defined in this Notice have the meanings given thereto in the Approval Order.

**Exhibit 2(b)(iv)
Asset Designation Notice**

SCHEDULE A

Designated Assets	Designee

Exhibit 3.1(b)

Wind-Down Budget

Exhibit 3.1 b Wind Down Budget

Debtor / UCC Professional Fees /Escrow Funding	22,100,000
ABL/FILO/TL Professional Fees	4,260,000
503b9 and Stub Rent	39,000,000
U.S. Trustee Fee	<u>500,000</u>
Total	65,860,000

Exhibit 3.1(c)

Central Services Budget

Summary Corporate Costs

Corporate Labor	3.00	0.10	0.83	0.10	0.83	0.10	0.23	0.03	0.21	0.03	0.21	0.03	0.21	0.03	0.10	0.01	0.10	0.01	0.05	0.01
Outside Services	1.76	0.15	0.15	0.15	0.15	0.06	0.06	0.06	0.06	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.05	0.05	0.05	0.05
Technology	4.67	0.48	0.48	0.48	0.48	0.41	0.41	0.41	0.41	0.22	0.22	0.22	0.22	0.22	0.22	0.22	-	-	-	-
General & Other Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Travel, Meals & Entertainment	0.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	-	-	-
Facilities Management	0.74	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	-	-	-	-
Employees Costs	0.14	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	-	-	-	-
Credit Card And Bank Service Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	-	-	-
Corporate Non-Opex	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Summary Corporate Costs	10.35	0.84	1.57	0.84	1.57	0.69	0.81	0.61	0.79	0.40	0.59	0.40	0.59	0.40	0.48	0.39	0.15	0.06	0.10	0.05

Exhibit 3.1(e)

Term Loan Ad Hoc Group Direction Letter

Execution Version

February 22, 2025

Wilmington Savings Fund Society, FSB
Administrative Agent
500 Delaware Avenue, 11th Floor
Wilmington, DE 19801
Attention: Patrick Healy, Senior Vice President, Global Capital Markets

Re: Letter of Direction Regarding Credit Bid in Connection with Joint Bid with GA Joann Retail Partnership, LLC

Dear Mr. Healy:

The undersigned entities are Lenders under (i) that certain Credit Agreement, dated as of April 30, 2024 (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), among Needle Holdings LLC, a Delaware limited liability company (the “**Borrower**”), JOANN Holdings 2, LLC, a Delaware limited liability company (“**Holdings**,” and together with the Borrower and each of their affiliates and subsidiaries, the “**Company**”), Wilmington Savings Fund Society, FSB, as Administrative Agent and Collateral Agent (in such capacities, the “**Administrative Agent**”), and the other Lenders party thereto, (ii) that certain Security Agreement, dated as of April 30, 2024 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, Holdings, the Subsidiary Guarantors party thereto from time to time, and the Administrative Agent, and (iii) the other Loan Documents. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

Pursuant to Sections 9.01 and 9.10 of the Credit Agreement, the undersigned Lenders, who as of the date hereof, collectively hold an aggregate amount of \$ [REDACTED] of the outstanding Loans under the Credit Agreement, constitute “Required Lenders” under the Credit Agreement, hereby request and direct the Administrative Agent to authorize the Authorized Person (as defined below) to, on behalf of the Lenders, make the Credit Bid (as defined below) pursuant to the agency agreement in the form attached hereto as Exhibit A (the “**Agency Agreement**”) and the joint venture letter agreement in the form attached hereto as Exhibit B (the “**JV Letter Agreement**”), and any related and ancillary agreements or documents that the Required Lenders deem necessary, for the purpose of bidding and making settlement or payment of the purchase price under the Agency Agreement and the JV Letter Agreement for certain Collateral pledged pursuant to the Security Agreement (such Collateral, the “**Auctioned Collateral**”) to be sold to Purchaser (as defined in the Agency Agreement) (the “**Bidder**”), a direct or indirect subsidiary of Bidder, or another entity, in each case as designated by Purchaser or contemplated by the Agency Agreement and the JV Letter Agreement (the Bidder or any other such entity that acquires the Auctioned Collateral, the “**Buyer**”), upon the consummation of the sale of the Auctioned Collateral to Buyer (such sale being referred to herein as the “**363 Sale**”) to be provided in the order approving the 363 Sale, in accordance with bidding procedures approved by the United States Bankruptcy Court for the District of Delaware (the “**Bidding Procedures**”), including, if necessary, at an auction to be conducted in accordance with the Bidding Procedures (the “**Auction**”). In addition to and in

connection with the foregoing, the Required Lenders request and direct the Administrative Agent to:

- A. reasonably cooperate with such steps necessary to distribute, issue, assign, and/or cancel interests (as applicable) in Bidder in accordance with the Loan Documents and applicable law;
- B. assign to the relevant director and/or officer of Bidder or such other person authorized by Joann Retail Partnership, LLC (the “**Authorized Person**”) all rights of the Administrative Agent under the Credit Agreement, the Security Agreement, and the other Loan Documents to credit bid up to \$105,000,000 of the Obligations under the Credit Agreement on behalf of the Required Lenders thereunder as consideration for the 363 Sale involving the Company (the “**Credit Bid**”) (it being understood for the avoidance of doubt that any such Obligations shall not be utilized for such Credit Bid, and shall not be transferred to the applicable debtor, until the consummation of the 363 Sale); provided that the Required Lenders reserve the right, at any time, to request and direct the Administrative Agent, through the Lenders’ Counsel (as defined below), to increase the amount of the Credit Bid in connection with the sale process or the Auction, if any, and thereby authorize the Authorized Person to Credit Bid such increased amount pursuant to the terms of the Agency Agreement;
- C. assign an amount of the Obligations equal to the amount of the Credit Bid to Buyer at the consummation of the 363 Sale;
- D. reasonably cooperate with the Lenders and the Authorized Person with respect to any actions necessary or required in furtherance of the Credit Bid, the Auction, or any other aspect of the 363 Sale;
- E. execute the Agency Agreement; and
- F. execute the JV Letter Agreement.

Each undersigned Lender represents and warrants and covenants, severally and not jointly, that (i) it is a Lender under the Credit Agreement and that it has the power and authority to enter into this letter of direction (the “**Letter of Direction**”) and (ii) such Lender owns the amount of the Loans set forth on its signature page hereto. The Administrative Agent, in its capacity as Agent, shall have no obligations to comply with any direction pursuant to this Letter of Direction if it reasonably concludes that the Lenders signatory hereto no longer constitute Required Lenders. Each Lender signatory hereto hereby confirms and agrees that this Letter of Direction shall not be revoked except by another written direction issued by or on behalf of the Required Lenders; provided the same is delivered sufficiently in advance to halt the exercise of such remedies. Notwithstanding anything to the contrary contained here, all actions or inactions of the Administrative Agent in connection with this Letter of Direction shall be at the Direction of the Required Lenders; provided that the Administrative Agent shall be entitled to rely upon, and shall

not incur any liability for relying upon, any written direction or instruction from Lenders Counsel (or any other designated Lender Advisor) that is purported to be a Direction of the Required Lenders, and the Administrative Agent shall not have any responsibility to independently determine whether such direction has in fact been authorized by Required Lenders.

Each undersigned Lender acknowledges and agrees that: (i) the Lenders are being represented by Gibson, Dunn & Crutcher LLP, Glenn Agre Bergman & Fuentes LLP, and Morris, Nichols, Arsht & Tunnell LLP (collectively, the “**Lenders Counsel**”) in this matter and have relied exclusively upon the legal advice of Lenders Counsel and not upon the legal advice of the Administrative Agent, the Company, or their respective counsel; (ii) the Lenders are not relying upon any information provided to the Lenders by the Administrative Agent or its counsel; and (iii) the Administrative Agent and the Lenders reserve all of their respective rights and remedies under the Loan Documents, at law, and in equity, including the right to object to the form of any proposed order relating to the subject matter of this Letter of Direction.

To the extent that the structure of the 363 Sale requires Buyer to be an entity other than Bidder or any of its direct or indirect subsidiaries, the Administrative Agent acknowledges that the directions and instructions as described above may be modified or amended to reflect such structure; provided that in no event will the Administrative Agent be required to form or own Buyer.

The Administrative Agent shall enjoy all rights and benefits under the Credit Agreement and the other Loan Documents, including, as applicable, (i) the rights and immunities of the Agent set forth in the Credit Agreement and (ii) the exculpatory, expense reimbursement and indemnification provisions in favor of the Agent set forth in the Credit Agreement in connection with any act or omission taken pursuant to this Letter of Direction. Nothing in this Letter of Direction shall alter, limit, or waive any such rights, remedies, limitations of liability, exculpations, reimbursements, indemnities, and other protections of the Indemnitees under, and to the extent set forth in, the Credit Agreement or the other applicable Loan Documents, all of which are hereby reserved. It is expressly understood and agreed that the foregoing rights, remedies, limitations of liability, exculpations, reimbursements, indemnities, and other protections apply to any actions taken by the Administrative Agent in accordance with this Letter of Direction. The Authorized Person shall be an express third party beneficiary of clause (x) of the second paragraph of this Letter of Direction.

The Administrative Agent acknowledges that, by signing this Letter of Direction, the Administrative Agent is authorizing the Authorized Person to Credit Bid pursuant to the terms of the Agency Agreement and the JV Letter Agreement.

The rights and remedies conferred hereunder shall be cumulative and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of additional rights or remedies or the subsequent exercise of such right or remedy.

This Letter of Direction shall be interpreted and enforced under the laws of the State of New York without regard to the conflict of laws principles thereof and shall inure to the benefit of, and the obligations created hereby shall be binding upon, the successors and permitted assigns of the Lenders and the Administrative Agent.

This letter may be executed by the Lenders in separate counterparts and the Administrative Agent is hereby instructed to accept the signature pages of such counterparts. Facsimile or electronically transmitted signature pages shall constitute originals for all purposes.

If any of this Letter of Direction is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Letter of Direction will remain in full force and effect. Any provision of this Letter of Direction held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. This Letter of Direction is delivered pursuant to and shall be governed in accordance with the Credit Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Letter of Direction effective as of the date first written above.

[Signature Pages on File]

[Signature Page to Direction to Credit Bid]

Exhibit A

Agency Agreement

[On File]

Exhibit B

JV Letter Agreement

[On file with the Buyer]

Exhibit 8.1

Sale Guidelines

EXHIBIT 8.1
SALE GUIDELINES

- A. The Sale shall be conducted so that the Stores in which sales are to occur will remain open no longer than during the normal hours of operation provided for in the respective leases for the Stores.
- B. The Sale shall be conducted in accordance with applicable state and local “Blue Laws,” where applicable, so that no Sale shall be conducted on Sunday unless the Merchant had been operating such Store on a Sunday.
- C. On “shopping center” property, Agent shall not distribute handbills, leaflets or other written materials to customers outside of any Stores’ premises, unless permitted by the lease or, if distribution is customary in the “shopping center” in which such Store is located; *provided* that Agent may solicit customers in the Stores themselves. On “shopping center” property, Agent shall not use any flashing lights or amplified sound to advertise the Sale or solicit customers, except as permitted under the applicable lease or agreed to by the landlord.
- D. At the conclusion of the Sale or the Lease/Contract Designation Rights Period, as applicable, Agent shall vacate the Stores in broom clean condition; *provided* that Agent may abandon any FF&E not sold in the Sale at the Stores, the Distribution Centers, or Merchant’s corporate offices at the conclusion of the Sale or the Lease/Contract Designation Rights Period, as applicable, without cost or liability of any kind to Agent. Any abandoned FF&E left in a Store or Distribution Center or Merchant’s corporate offices after a lease is rejected shall be deemed abandoned to the landlord having a right to dispose of the same as the landlord chooses without any liability whatsoever on the part of the landlord to any party and without waiver of any damage claims against the Merchant. For the avoidance of doubt, as of the Sale Termination Date or the conclusion of the Lease/Contract Designation Rights Period, as applicable, Agent may abandon, in place and without further responsibility or liability of any kind, any FF&E located at a Store or Distribution Center or Merchant’s corporate offices.
- E. Following, and subject to, the entry of the Approval Order, Agent may advertise the Sale as a “store closing,” “going out of business,” “sale on everything,” “everything must go,” or similar-themed sale, as dictated by the Approval Order.
- F. Agent shall be permitted to utilize display, hanging signs, and interior banners in connection with the Sale; *provided, however*, that such display, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. The Merchant and Agent shall not use neon or day-glo on its display, hanging signs, or interior banners. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Sale Guidelines. In addition, the Merchant and Agent shall be permitted to utilize exterior banners at (i) non-enclosed mall Stores and (ii) enclosed mall Stores to the extent the entrance to the applicable Store does not require entry into the enclosed mall common area; provided, however, that such banners shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store, shall not be wider than the storefront of the Store, and shall not be larger than 4 feet x 40 feet. In addition, the Merchant and Agent shall be permitted to utilize sign walkers in a safe and professional manner and in accordance with the terms of the Approval Order. Nothing contained in these Sale Guidelines shall be construed to create or impose upon Agent any additional restrictions not contained in the applicable lease agreement.

F. Conspicuous signs shall be posted in the cash register areas of each of the affected Stores to effect that “all sales are final.”

G. Except with respect to the hanging of exterior banners, Agent shall not make any alterations to the storefront or exterior walls of any Stores.

H. Agent shall not make any alterations to interior or exterior Store lighting. No property of the landlord of a Store shall be removed or sold during the Sale. The hanging of exterior banners or in-Store signage and banners shall not constitute an alteration to a Store.

I. Agent shall keep Store premises and surrounding areas clear and orderly consistent with present practices.

J. Subject to the provisions of the Agreement, Agent shall have the right to sell all Owned FF&E at the Stores and Distribution Centers and Merchant’s corporate offices. Agent may advertise the sale of the Owned FF&E in a manner consistent with these guidelines at the Closing Stores. The purchasers of any Owned FF&E sold during the sale shall be permitted to remove the Owned FF&E either through the back shipping areas at any time, or through other areas after applicable business hours. For the avoidance of doubt, as of the Sale Termination Date or the termination of the Lease/Contract Designation Rights Period, as applicable, Agent may abandon, in place and without further responsibility, any FF&E at the Stores, the Distribution Centers, and Merchant’s corporate offices.

K. Agent shall be entitled to include Additional Agent Merchandise in the Sale in accordance with the terms of the Approval Order and the Agreement.

L. At the conclusion of the Sale at each Store, pending assumption or rejection of applicable leases, the landlords of the Stores shall have reasonable access to the Stores’ premises as set forth in the applicable leases. The Merchant, Agent and their agents and representatives shall continue to have access to the Stores as provided for in the Agreement.

M. Post-petition rents shall be paid by the Merchant as required by the Bankruptcy Code until the rejection or assumption and assignment of each lease. Agent shall have no responsibility to the landlords therefor.

N. The rights of landlords against Merchant for any damages to a Store shall be reserved in accordance with the provisions of the applicable lease.

O. If and to the extent that the landlord of any Store affected hereby contends that Agent or Merchant is in breach of or default under these Sale Guidelines, such landlord shall email or deliver written notice by overnight delivery on Merchant and Agent as follows:

If to Agent:

GA Joann Retail Partnership, LLC
c/o GA Group
30870 Russell Ranch Road, Suite 250
Westlake Village, CA 91362
Attention: Scott K. Carpenter and Tim Shilling
scarpen@brileyfin.com; tshilling@brileyfin.com; legal@brileyfin.com

With copies (which shall not constitute notice) to:

Lowenstein Sandler LLP
One Lowenstein Drive
Roseland, NJ 07068
Attention: Andrew Behlmann
Tel: (973) 597-2332
abehlmann@lowenstein.com

If to Merchant:

JOANN Inc.
5555 Darrow Rd.
Hudson, Ohio 44236
Attn: Ann Aber
Email: ann.aber@joann.com

With copies (which shall not constitute notice) to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Joshua A. Sussberg, P.C. and Aparna Yenamandra, P.C.
Email: joshua.sussberg@kirkland.com; aparna.yenamandra@kirkland.com

-and-

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, Illinois 60654
Attn: Anup Sathy, P.C; Jeffrey Michalik; and Lindsey Blumenthal
Email: anup.sathy@kirkland.com; jeff.michalik@kirkland.com; and lindsey.blumenthal@kirkland.com

Exhibit 11.2(m)

Promotional Calendar

FY21 Q1 Promotional Calendar

Exhibit 11.2 (m)
-Strictly Confidential / Subject to NDA-Project Thread
FY2025 Promotional Calendar

MO	FW	FY25	Primary Event		Subevent		RPI				TP				Online Only / BOPS		SHIPPING
			FY25	FY24	FY25	FY24	FY25	FY24	FY25	FY24	FY25	FY24	FY25	FY24	FY25	FY24	
DEC	45	FW45															FY25
			12/5 Event (FL+PC)	12/7 Event (FL+PC)	4-day Holiday HomesStretch DB's (print) Weekend DB's as needed (digital)	4-day Christmas Countdown DB's (print) +2-day LPOY DB's (digital)	40%		40%						20%TP (B)		\$3.99F RS-\$20
DEC	46	12/15/2024 Sun	12/5 Event (FL+PC)	12/7 Event (FL+PC)	Entire Site Sale	7-day LPOY DB's (digital)	40%		40%						20%TP (B)		\$3.99F RS-\$20
DEC	46	12/16/2024 Mon	12/5 Event (FL+PC)	12/7 Event (FL+PC)	Entire Site Sale	7-day LPOY DB's (digital)	40%		40%						20%TP (B)		\$3.99F RS-\$20
DEC	46	12/17/2024 Tue	12/5 Event (FL+PC)	12/7 Event (FL+PC)	Entire Site Sale	7-day LPOY DB's (digital)	40%		40%						20%TP (B)		\$3.99F RS-\$20
DEC	46	12/18/2024 Wed	12/5 Event (FL+PC)	12/7 Event (FL+PC)	Yarnormous Begins	7-day LPOY DB's (digital)	40%		40%						20%TP (B)		\$3.99F RS-\$20
DEC	46	12/19/2024 Thu	12/5 Event (FL+PC)	12/7 Event (FL+PC)	7-day LPOY DB's (digital)	7-day LPOY DB's (digital)	40%		40%						20%TP (B)		\$3.99F RS-\$20
DEC	46	12/20/2024 Fri	12/5 Event (FL+PC)	12/7 Event (FL+PC)	Free O/S Ornament w/purchase	7-day LPOY DB's (digital)	40%		40%						*Suppress from all channels		\$3.99F RS-\$20
DEC	46	12/21/2024 Sat	12/5 Event (FL+PC)	12/7 Event (FL+PC)	Free O/S Ornament w/purchase	7-day LPOY DB's (digital)	40%		40%						*Suppress from all channels		\$3.99F RS-\$20
DEC	46	FW46															
DEC	47	12/22/2024 Sun	12/5 Event (FL+PC)	12/7 Event (FL+PC)	7-day LPOY DB's (digital)	7-day LPOY DB's (digital)	40%		40%								\$3.99F RS-\$20
DEC	47	12/23/2024 Mon	12/5 Event (FL+PC)	12/7 Event (FL+PC)	Christmas Day	Stores close 5pm	40%		40%								\$3.99F RS-\$20
DEC	47	12/24/2024 Tue	12/5 Event (FL+PC)	12/7 Event (FL+PC)	7-day LPOY DB's (digital)	7-day LPOY DB's (digital)	40%		40%								\$3.99F RS-\$20
DEC	47	12/25/2024 Wed	12/5 Event (FL+PC)	12/7 Event (FL+PC)	Christmas Day	Online early start of DB's	40%		40%								FS-\$20
DEC	47	12/26/2024 Thu	12/5 Event (FL+PC)	12/7 Event (FL+PC)	4-day SUB, DB's (dig)	3-day SUB, DB's (dig)	40%		40%								\$3.99F RS-\$20
DEC	47	12/27/2024 Fri	12/5 Event (FL+PC)	12/7 Event (FL+PC)	4-day SUB, DB's (dig)	3-day SUB, DB's (dig)	40%		40%								\$3.99F RS-\$20
DEC	47	12/28/2024 Sat	12/5 Event (FL+PC)	12/7 Event (FL+PC)	4-day SUB, DB's (dig)	3-day SUB, DB's (dig)	40%		40%								\$3.99F RS-\$20
DEC	47	FW47															
DEC	48	12/29/2024 Sun	12/5 Event (FL+PC)	12/7 Event (FL+PC)	4-day SUB, DB's (dig)	3-day SUB, DB's (dig extend)	40%		40%								\$3.99F RS-\$20
DEC	48	12/30/2024 Mon	12/5 Event (FL+PC)	12/7 Event (FL+PC)	New Year's Day	3-day SUB, DB's (dig extend)	40%		40%								\$3.99F RS-\$20
DEC	48	12/31/2024 Tue	12/5 Event (FL+PC)	12/7 Event (FL+PC)	New Year's Day	3-day SUB, DB's (dig extend)	40%		40%								\$3.99F RS-\$20
DEC	48	1/1/2025 Wed	12/5 Event (FL+PC)	12/7 Event (FL+PC)	New Year's Day	3-day SUB, DB's (dig)	40%		40%								\$3.99F RS-\$20
DEC	48	1/2/2025 Thu	12/5 Event (FL+PC)	12/7 Event (FL+PC)	4-day SUBH2, SALE (dig)	3-day SUB, SALE (dig)	40%		40%								FRS\$49
DEC	48	1/3/2025 Fri	12/5 Event (FL+PC)	12/7 Event (FL+PC)	4-day SUBH2, SALE (dig)	3-day SUB, SALE (dig)	40%		40%								FRS\$49
DEC	48	1/4/2025 Sat	12/5 Event (FL+PC)	12/7 Event (FL+PC)	4-day SUBH2, SALE (dig)	3-day SUB, SALE (dig)	40%		40%								FRS\$49
DEC	48	FW48															
JAN	49	1/5/2025 Sun	12/5 Event (FL+PC)	12/7 Event (FL+PC)	4-day SUBH2, SALE (dig)	3-day SUB, SALE (dig extend + 1 day)	40%		40%								FRS\$49
JAN	49	1/6/2025 Mon	12/5 Event (FL+PC)	12/7 Event (FL+PC)	Reveal Your Deal	Reveal Your Deal	40%		40%								RVD: 15%/20%/25% (O)+\$2.99F RS
JAN	49	1/7/2025 Tue	12/5 Event (FL+PC)	12/7 Event (FL+PC)	Reveal Your Deal	Reveal Your Deal	40%		40%								RVD: 15%/20%/25% (O)+\$2.99F RS

FY21 Q1 Promotional Calendar

		Primary Event		Subevent		RPI				TP				Online Only / BOPS		SHIPPING
		Print		Print and/or Digital		Print		Digital		Print		Digital				
MO	FW	FY25	FY24	FY25	FY24	FY25	FY24	FY25	FY24	FY25	FY24	FY25	FY24	FY25	FY25	
JAN	49	1/8/2025 Wed	12/26 Event (PC)	Early Start DB's online	Early Start DB's online	40%	40%	40%	40%	40%	40%			20%TP (B)	FRSS49	
JAN	49	1/9/2025 Thu	1/9 Event (FL)	4-day SUB WWU DB's (print)	5-day SUB, WWU DB's (print)	40%	50% (C)	40%	50% (C)	40%	20%TP (C)		20% TP (C) APP(O)	20%TP (B)	FRSS49	
JAN	49	1/10/2025 Fri	1/9 Event (FL)	4-day SUB WWU DB's (print)	5-day SUB, WWU DB's (print)	40%	50% (C)	40%	50% (C)	40%	20%TP (C)		20% TP (C) APP(O)	20%TP (B)	FRSS49	
JAN	49	1/11/2025 Sat	1/9 Event (FL)	4-day SUB WWU DB's (print)	5-day SUB, WWU DB's (print)	40%	50% (C)	40%	50% (C)	40%	20%TP (C)		20% TP (C) APP(O)	20%TP (B)	FRSS49	
JAN	49	FW49														
JAN	50	1/12/2025 Sun	1/11 Event (FL)	4-day SUB WWU DB's (print)	5-day SUB, WWU DB's (print)	40%	50% (C)	40%	60% (S) 50% Fabric (C)	50% (C)	60% (S) 50% Fabric (C)			20%TP (B)	FRSS49	
JAN	50	1/13/2025 Mon	1/11 Event (FL)	Entire Site Sale	MLK Day 5-day SUB, WWU DB's (print)	40%	40%	40%	60% (S) 50% Fabric (C)	40%				20%TP (B)	FRSS49	
JAN	50	1/14/2025 Tue	1/11 Event (FL)	Entire Site Sale	Entire Site Sale	40%	40%	40%	40%	40%	40%			20%TP (B)	FRSS49	
JAN	50	1/15/2025 Wed	1/11 Event (FL)	Early Start DB's online	Online early start of DB's	40%	40%	40%	40%	40%				20%TP (O)	FRSS49	
JAN	50	1/16/2025 Thu	1/9 Event (FL)	5-day SUBB2,DB (print)	4-day SUB, WWU DB's (print)	40%	50% (C)	40%	50% (C)	40%	20%TP (C)				FRSS49	
JAN	50	1/17/2025 Fri	1/9 Event (FL)	5-day SUBB2,DB (print)	4-day SUB, WWU DB's (print)	40%	50% (C)	40%	50% (C)	40%	20%TP (C)				FRSS49	
JAN	50	1/18/2025 Sat	1/9 Event (FL)	5-day SUBB2,DB (print)	4-day SUB, WWU DB's (print)	40%	50% (C)	40%	50% (C)	40%	20%TP (C)				FRSS49	
JAN	50	FW50														
JAN	51	1/19/2025 Sun	1/11 Event (FL)	5-day SUBB2,DB (print)	4-day SUB, WWU DB's (print)	40%	60% (S,B)	40%	60% (S,B)	40%				20%TP (B)	FRSS49	
JAN	51	1/20/2025 Mon	1/9 Event (FL)	MLK Day 5-day SUBB2,DB (print)	Entire Site Sale	40%	60% (S,B)	40%	60% (S,B)	40%				20%TP (B)	FRSS49	
JAN	51	1/21/2025 Tue	1/9 Event (FL)	Entire Site Sale	Entire Site Sale	40%	40%	40%	40%	40%				20%TP (B)	FRSS49	
JAN	51	1/22/2025 Wed	1/9 Event (FL)	Entire Site Sale	Entire Site Sale	40%	40%	40%	40%	40%				20%TP (B)	FRSS49	
JAN	51	1/23/2025 Thu	1/9 Event (FL)	3-day SUBB3,SALE (digital)	3-day SUB, SALE (digital)	40%	50% (C)	40%	50% (C)	50% (C)				20%TP (B)	FRSS49	
JAN	51	1/24/2025 Fri	1/9 Event (FL)	3-day SUBB3,SALE (digital)	3-day SUB, SALE (digital)	40%	50% (C)	40%	50% (C)	50% (C)				20%TP (B)	FRSS49	
			1/9 Event (FL)	3-day SUBB3,SALE (digital)	3-day SUB, SALE (digital)	40%	50% (C)	40%	50% (C)	50% (C)	60% (S) 60% (S) no APP			20%TP (B)	FRSS49	
JAN	51	1/25/2025 Sat														
JAN	51	FW51														
JAN	52	1/26/2025 Sun	1/11 Event (FL)	Entire Stock Fabric Event (C)	Entire Stock Fabric Event (C)	40%	40%	40%	40%	40%				20%TP (B)	FRSS49	
JAN	52	1/27/2025 Mon	1/11 Event (FL)	Entire Stock Fabric Event (C)	Entire Stock Fabric Event (C)	40%	40%	40%	40%	40%				20%TP (B)	FRSS49	
JAN	52	1/28/2025 Tue	1/11 Event (FL)	Entire Stock Fabric Event (C)	Entire Stock Fabric Event (C)	40%	40%	40%	40%	40% (NO HP)				20%TP (B)	FRSS49	
JAN	52	1/29/2025 Wed	1/11 Event (FL)	Entire Stock Fabric Event (C)	Entire Stock Fabric Event (C)	40%	40%	40%	40%	40%				20%TP (B)	FRSS49	
JAN	52	1/30/2025 Thu	1/30 Event (Dig)	3-day SUB, SALE (print)	3-day SUB, SALE (print)	40%	50% (C)	40%	50% (C) APP 60% (S) EM/HP	50% (C) APP 60% (S) EM/HP				20%TP (B)	FRSS49	
JAN	52	1/31/2025 Fri	1/30 Event (Dig)	3-day SUB, SALE (print)	3-day SUB, SALE (print)	40%	50% (C)	40%	50% (C) APP 60% (S) EM/HP	50% (C) APP 60% (S) EM/HP				20%TP (B)	FRSS49	
JAN	52	2/1/2025 Sat	1/30 Event (Dig)	3-day SUB, SALE (print)	3-day SUB, SALE (print)	40%	50% (C)	40%	50% (C) APP 60% (S) EM/HP	50% (C) APP 60% (S) EM/HP				20%TP (B)	FRSS49	
JAN	52	FW52														

FY21 Q1 Promotional Calendar

Primary Event				Subsequent				RPI			
Print				Print and/or Digital				Print			
MO	FW	FY26	FY27 Event (F)	FY25 Event (FL+PC)	FY24 Event (FL+PC)	FY26	FY25	FY26	FY25	FY26	FY24
MAR	6	3/11/2025	Tue	2/27 Event (F)	3/3 Event (FL+PC)		HP: CottonCredible, Tech, Easter, Spring/FF	40%	40%	40%	FY24
MAR	6	3/12/2025	Wed	2/27 Event (F)	3/3 Event (FL+PC)		HP: CottonCredible, Tech, Easter, Spring/FF	40%	40%	40%	
MAR	6	3/13/2025	Thu	2/27 Event (F)	3/3 Event (FL+PC)	4-day SUB, DB (digital)	4-day SUB, DB (digital)	40%, 50% (C.)	40%, 50% (C.)		
MAR	6	3/14/2025	Fri	2/27 Event (F)	3/3 Event (FL+PC)	4-day SUB, DB (digital)	4-day SUB, DB (digital)	40%, 50% (C.)	40%, 50% (C.)		
MAR	6	3/15/2025	Sat	2/27 Event (F)	3/3 Event (FL+PC)	4-day SUB, DB (digital)	4-day SUB, DB (digital)	40%, 50% (C.)	40%, 50% (C.)		
MAR	6	FVG									

Online Only / E2015										SHIPPING			
TP													
Print													
MO	FW	FY26	FY25	FY24	FY26	FY25	FY24	FY25	FY24	FY26	FY25	FY24	FY24
FEB	1	2/2/2025 Sun		20%TP(B) in PC				20%TP (B)	25% (B) + \$1.99FIS			IS\$49auto	25% (B) + \$1.99FIS
FEB	1	2/3/2025 Mon		20%TP(B) in PC				RVD 15,20,25 (O)	RVD 15,20,25 (O) + \$1.99FIS			IS\$49auto	RVD 15,20,25 (O) + \$1.99FIS
FEB	1	2/4/2025 Tue		20%TP(B) in PC				RVD 15,20,25 (O)	RVD 15,20,25 (O) + \$1.99FIS			IS\$49auto	RVD 15,20,25 (O) + \$1.99FIS
FEB	1	2/5/2025 Wed		20%TP(B) in PC				20%TP (B)	RVD 15,20,25 (O) + \$1.99FIS			IS\$49auto	RVD 15,20,25 (O) + \$1.99FIS
FEB	1	2/6/2025 Thu		20%TP(B) in PC				20%TP (B)	20% (B) + \$2.99FIS			\$2.99 FIS	20% (B) + \$2.99FIS
FEB	1	2/7/2025 Fri		20%TP(B) in PC				20%TP (B)	IS\$49auto			\$2.99 FIS	20% (B) + \$2.99FIS
FEB	1	2/8/2025 Sat		20%TP(B) in PC				20%TP (B)	20% (B) + \$2.99FIS			\$2.99 FIS	20% (B) + \$2.99FIS
FEB	1	FW1		20%TP(B) in PC				20%TP (B)	20% (B) + \$2.99FIS			IS\$49auto	20% (B) + \$2.99FIS
FEB	2	2/9/2025 Sun		20%TP(B) in PC				20%TP (B)	20% (B) + \$1.99FIS			IS\$49auto	20% (B) + \$1.99FIS
FEB	2	2/10/2025 Mon		20%TP(B) in PC				20%TP (B)	20% (B) + \$1.99FIS			IS\$49auto	20% (B) + \$1.99FIS
FEB	2	2/11/2025 Tue		20%TP(B) in PC				20%TP (B)	20% (B) + \$1.99FIS			IS\$49auto	20% (B) + \$1.99FIS
FEB	2	2/12/2025 Wed		20%TP(B) in PC				20%TP (O)	20% (B) + \$3.99FIS, 40TPR(O)			IS\$49auto	20% (B) + \$3.99FIS
FEB	2	2/13/2025 Thu		20%TP (C)	20%TP (C)				20% (B) + \$1.99FIS			\$1.99 FIS	20% (B) + \$1.99FIS
FEB	2	2/14/2025 Fri		20%TP (C)	20%TP (C)				20% (C) + \$1.99FIS			\$1.99 FIS	20% (C) + \$1.99FIS
FEB	2	2/15/2025 Sat		20%TP (C)	20%TP (C)				20% (C) + \$1.99FIS			\$1.99 FIS	20% (C) + \$1.99FIS
FEB	2	FW2		20%TP (C)	20%TP (C)				20% (B) + \$1.99FIS			IS\$49auto	20% (B) + \$1.99FIS
FEB	3	2/16/2025 Sun						20%TP (O)	20% (B) + \$1.99FIS			IS\$49auto	20% (B) + \$1.99FIS
FEB	3	2/17/2025 Mon						20%TP (O)	20% (B) + \$1.99FIS			IS\$49auto	20% (B) + \$1.99FIS
FEB	3	2/18/2025 Tue						20%TP (B)	20% (B) + \$4.99FIS			\$1.99 FIS	20% (B) + \$4.99FIS
FEB	3	2/19/2025 Wed						20%TP (B)	20% (B) + \$4.99FIS			\$1.99 FIS	20% (B) + \$4.99FIS
FEB	3	2/20/2025 Thu						20%TP (B)	20% (B) + \$4.99FIS			\$1.99 FIS	20% (B) + \$4.99FIS
FEB	3	2/21/2025 Fri						20%TP (B)	20% (B) + \$4.99FIS			\$1.99 FIS	20% (B) + \$4.99FIS
FEB	3	2/22/2025 Sat						20%TP (B)	20% (B) + \$4.99FIS			\$1.99 FIS	20% (B) + \$4.99FIS
FEB	3	FW3						20%TP (B)	20% (B) + \$4.99FIS			IS\$49auto	20% (B) + \$4.99FIS
FEB	4	2/23/2025 Sun						20%TP (B)	20% (B) + \$2.99FIS-\$35 order			\$1.99 FIS	20% (B) + \$2.99FIS-\$35 order
FEB	4	2/24/2025 Mon						20%TP (B)	20% (B) + \$2.99FIS-\$35 order			\$1.99 FIS	20% (B) + \$2.99FIS-\$35 order
FEB	4	2/25/2025 Tue						20%TP (B)	20% (B) + \$2.99FIS-\$35 order			\$1.99 FIS	20% (B) + \$2.99FIS-\$35 order
FEB	4	2/26/2025 Wed						25%TP (B)	20% (B) + \$2.99FIS-\$35 order			\$1.99 FIS	20% (B) + \$2.99FIS-\$35 order
FEB	4	2/27/2025 Thu		(2) 25%TP (C)	(2) 25%TP (C)				25% (Q) + \$3.99FIS-\$35 order			\$1.99 FIS	25% (Q) + \$3.99FIS-\$35 order
FEB	4	2/28/2025 Fri		(2) 25%TP (C)	(2) 25%TP (C)				25% (C) + \$3.99FIS-\$35 order			\$1.99 FIS	25% (C) + \$3.99FIS-\$35 order
FEB	4	3/1/2025 Sat		(2) 25%TP (C)	(2) 25%TP (C)				25% (C) + \$3.99FIS-\$35 order			\$1.99 FIS	25% (C) + \$3.99FIS-\$35 order
FEB	4	FW4		(2) 25%TP (C)	(2) 25%TP (C)				25% (C) + \$3.99FIS-\$35 order			\$1.99 FIS	25% (C) + \$3.99FIS-\$35 order
MAR	5	3/2/2025 Sun		(2) 25%TP (C)	(2) 25%TP (C)				25% (C) + \$3.99FIS-\$35 order			\$1.99 FIS	25% (C) + \$3.99FIS-\$35 order
MAR	5	3/3/2025 Mon						20% (B) + 15/20/25% (O) + \$2.99FIS	no Bogs (all channels)			20% (B) + 15/20/25% (O) + \$2.99FIS	\$2.99FIS-\$35 order
MAR	5	3/4/2025 Tue						20% (B) + 15/20/25% (O) + \$2.99FIS	no Bogs (all channels)			20% (B) + 15/20/25% (O) + \$2.99FIS	\$2.99FIS-\$35 order
MAR	5	3/5/2025 Wed						20% (B) + 15/20/25% (O) + \$2.99FIS	20% (B) + \$2.99FIS-\$35 order			20% (B) + 15/20/25% (O) + \$2.99FIS	20% (B) + \$2.99FIS-\$35 order
MAR	5	3/6/2025 Thu						20%TP (B)	20% (B) + \$2.99FIS-\$35 order			\$2.99FIS	20% (B) + \$2.99FIS-\$35 order
MAR	5	3/7/2025 Fri						20%TP (B)	20% (B) + \$2.99FIS-\$35 order			\$2.99FIS	20% (B) + \$2.99FIS-\$35 order
MAR	5	3/8/2025 Sat						20%TP (B)	20% (B) + \$2.99FIS-\$35 order			\$2.99FIS	20% (B) + \$2.99FIS-\$35 order
MAR	5	FW5						20%TP (B)	25% (B) + \$1.99FIS-\$35 order			\$2.99FIS	25% (B) + \$1.99FIS-\$35 order
MAR	6	3/9/2025 Sun						20%TP (B)	RVD 15% (O), 20% (O), 25% (O)			\$2.99FIS	25% (B) + \$1.99FIS-\$35 order
MAR	6	3/10/2025 Mon						20%TP (B)				\$2.99FIS	

TP										Online Only / eDHS										SHIPPING									
Print					Digital																								
MO	FW	FY26	FY25	FY24	FY26	FY25	FY24	FY26	FY25	FY24	FY26	FY25	FY24	FY26	FY25	FY24	FY26	FY25	FY24										
MAR	6	3/11/2025	Tue																										
MAR	6	3/12/2025	Wed																										
MAR	6	3/13/2025	Thu																										